

THE COMPANIES ACTS 1948 TO 1976

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M87/11 MAY / LN

47

Please do not  
write in this  
binding margin



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

\*delete if  
inappropriate

For official use

M 15

Company number

1588900

Name of Company

SANCTUARY MUSIC (OVERSEAS)

Limited \*

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

Fixed and Floating Charge dated 4th May 1983

Amount due or owing on the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

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

Midland Bank plc  
POULTRY  
LONDON EC2P 2BX

Time critical reference

For official use  
Mortgage section

Post room



Short particulars of all the property mortgaged or charged

Please do not  
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binding margin

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legibly, preferably  
in black type, or  
bold block lettering

First Fixed Charge on all Book Debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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

NIL

Signed

Date

10 4 May 1983

Designation of position in relation to the company

Director for and on  
behalf of BUSINESS

Notes

ADMINISTRATIVE SERVICES LTD.

SECRETARY

- 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.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 4th May 1983  
and created by SANCTUARY PLSTC (OVERSEAS) LIMITED

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

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on  
the 11th May 1983

Given under my hand at Cardiff the

117 MAY 1983

No. 1583900

J. RENOWDEN

Assistant Registrar of Companies

Certificate and instrument received by

.....  
.....  
Date ..... 14/5/83

# THE COMPANIES ACTS 1948 TO 1981

## Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

Please do not  
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binding margin

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

\*delete if  
inappropriate

For official use

Company number

116

1588900

Name of company

SANCTUARY MUSIC (OVERSEAS)

Limited\*

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

COMPOSITE GUARANTEE AND DEBENTURE DATED 22nd August 1984 between Smallwood Taylor Enterprises Limited ("the Parent") (1) the Company and the Charging Subsidiaries (as therein defined) excluding the Company (2) and Hambros Bank Limited ("the Bank") (3) ("the Debenture")

Amount due or owing on the mortgage or charge

- (a) all moneys obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to the Bank by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever; and
- (b) all moneys obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to the Bank by the Parent or any of the Charging Subsidiaries excluding the Company or by any subsidiary (as defined by section 154 Companies Act 1948) of the Parent in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (except any moneys obligations or liabilities due owing or incurred by such other company as guarantor for the Company)

in either case whether alone or jointly and in whatever style name or form and whether as principal or surety including all liabilities in connection with

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

HAMBROS BANK LIMITED whose registered office is at 41 Bishopsgate,

London EC2

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

Norton, Rose, Bottarell & Roche  
Kempson House,  
Camomile Street,  
London EC3A 7AN

SCD/51/E116982

For official use  
Mortgage section

Post room

REGISTERED

28 AUG 1984

74  
29/8

Time critical reference

"FIRST the freehold and leasehold property of the Company both present and future and all buildings and fixtures (including trade fixtures) from time to time on any such property and all plant and machinery of the Company both present and future.

SECONDLY all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof.

THIRDLY all book and other debts revenues and claims both present and future (including things in action which give rise or may give rise to any debt revenue or claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-



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legibly, preferably  
in black type or  
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lettering

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

NIL

Signed Norton, Rose, Botterell & Roch Date 24th August 1984  
Designation of position in relation to the company Solicitors to the Mortgagees

## Notes

- 1 The original instrument creating or evidencing 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 instrument or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (section 95 (3)). A copy of the instrument creating the charge will 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 as 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. A copy will also be accepted where section 95 (5) applies and form M47c 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 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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

acceptances discounting or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or entered into by the Bank for or at the request of the Company together with interest to date of payment at such rates and upon such terms as may from time to time be agreed commission fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Company, the Parent and the Charging Subsidiaries excluding the Company or any guarantee indemnity or security for any moneys obligations or liabilities secured by the Debenture on a full and unqualified indemnity basis.

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bold block



negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same.

FOURTHLY the uncalled capital goodwill and patents patent applications trade marks trade names registered designs copyrights licences and ancillary and connected rights both present and future of the Company.

FIFTHLY the undertaking and all property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while the Debenture is in force comprised in the property and undertaking of the Company and the premises First Secondly Thirdly and Fourthly described (if and in so far as the charges thereon contained in the Debenture shall for any reason be ineffective as fixed charges).

The Charges created by the Debenture are a continuing security and shall as regards the premises First Secondly Thirdly and Fourthly described be fixed first charges (and as regards all those parts of the freehold and leasehold property now vested in the Company shall constitute a charge by way of Legal Mortgage thereon) and as to the premises Fifthly described shall be a first floating charge.

It is a term of the Debenture and the Debenture contains a covenant that the Company will not without the prior consent in writing of the Bank: (a) sell assign discount factor pledge charge or otherwise dispose of the premises Thirdly described or any part thereof or deal with the same otherwise than in accordance with the covenant referred to below; (b) create or purport to create or permit to subsist any mortgage debenture charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of business) to arise on or affect the goodwill undertaking property assets revenues and rights charged by the Debenture or any part thereof; or (c) part with possession transfer sell lease or otherwise dispose of the goodwill undertaking property assets revenues and rights charged by the Debenture or any part thereof or attempt or agree so to do (except in the case of assets charged by floating charge only which may be sold at full value in the usual course of trading as now conducted and for the purpose of carrying on its business).

The covenant referred to above is a covenant contained in the Debenture by the Company to get in and realise all book and other debts and claims charged by the Debenture in the ordinary course of its business and to pay into its account with the Bank all moneys which it may receive in respect of the same and all rights and remedies relating thereto charged by the Debenture forthwith on receipt and pending such payment to hold such moneys on trust for the Bank and not (without the prior written consent of the Bank) to charge or otherwise dispose of or release exchange compound set off or grant time or indulgence or otherwise deal with all or any of the same or purport so to do. The Debenture further provides that the statutory and any other powers of leasing or accepting surrenders of leases shall not be exercisable by the Company without the previous consent of the Bank in writing.

The Debenture also contains an agreement by the Company if and when required by the Bank to execute such further legal or other mortgages charges or assignments in favour of the Bank as the Bank shall require over all or any of the goodwill undertaking property assets revenues and rights charged by the Debenture both present and future to secure all moneys obligations and liabilities covenanted to be paid or otherwise secured by the Debenture.

Please do not  
write in this  
binding margin



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



1116



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 22nd August 1984  
and created by SANCTUARY MUSIC (OVERSEAS) LIMITED

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 Hambros Bank Limited

on any account whatsoever

was registered pursuant to section 95 of the Companies Act, 1948, on the  
28th August 1984

Given under my hand at the Companies Registration Office,  
Cardiff the 4 SEP 1984

No. 1588900

*Drychan Lewis*  
DRYCHAN LEWIS  
an authorised officer

Certificate and instrument received by

.....  
.....  
Date .....

1116

## THE COMPANIES ACTS 1948 TO 1981

Memorandum of complete satisfaction  
of mortgage or charge

MS 304/14 SEP/CF

49

Please do not  
write in this  
binding margin

For official use

Company number

M 17

1588900

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

Name of company

SANCTUARY MUSIC (OVERSEAS)

Limited\*

\*delete if  
inappropriate.

## Particulars to be verified

†A description of  
the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc,  
with the date  
thereof should be  
given.

The above-named company hereby gives notice that with respect to the registered charge  
being [† a charge dated 4/5/ 1983 \*] [a series of Debentures  
authorised by resolution dated xxxxxxxxxxxxxxxx 19xxx\*] secured on property ‡ being a  
fixed and floating charge on the Company's assets  
of which particulars were registered with the Registrar of Companies on 5 11/5/  
19 83 the debt for which the charge was given was wholly paid or satisfied on  
22/8/84 19

‡Insert brief details  
of property.§The date of  
registration may  
be confirmed  
from the certificate  
of registration and  
(except in the case  
of a series of  
debentures) from  
the registration  
stamp affixed to  
the instrument(s)  
registered.For verification see  
overleaf

The above-named company hereby gives notice that with respect to the registered charge  
being [† dated 19 \*] [a series of Debentures  
authorised by resolution dated 19 \*] secured on property ‡  
of which particulars were registered with the Registrar of Companies on 5  
19 the debt for which the charge was given was wholly paid or satisfied on  
19

Presentor's name, address and  
reference (if any):Bernard Sheridan & Co.,  
14 Red Lion Square,  
London WC1R 4QL.

Ref : E/2638/84001/CJH

Time critical reference

For official use  
Mortgage sectionRECORDED  
11 SEP 1984

The above-named company hereby gives notice that with respect to the registered charge being [t\_\_\_\_\_ dated \_\_\_\_\_ 19\_\_\_\_\_] [a series of Debentures authorised by resolution dated \_\_\_\_\_ 19\_\_\_\_\_] secured on property t\_\_\_\_\_

of which particulars were registered with the Registrar of Companies on s\_\_\_\_\_ 19\_\_\_\_; the debt for which the charge was given was wholly paid or satisfied on \_\_\_\_\_ 19\_\_\_\_.

### Declaration verifying above particulars relating to a registered mortgage or charge

Pursuant to section 100 of the Companies Act 1948 as amended by the Companies Act 1976

Name of company

SANCTUARY MUSIC (OVERSEAS)

Limited\*

We, \_\_\_\_\_ ANDREW JOHN TAYLOR

of \_\_\_\_\_ 84 Cranbrook Road, London W.4.

\_\_\_\_\_ a director of the above-named company

and \_\_\_\_\_ ANDREW JOHN PARSLIFFE

of \_\_\_\_\_ 15 Dunspring Lane, Clayhall, Ilford, Essex, a director of

the secretary thereof, do solemnly and sincerely declare that the particulars relating to the one \_\_\_\_\_ charges entered above are true to the best of our knowledge, information and belief. And we 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 12 Oyle Street London

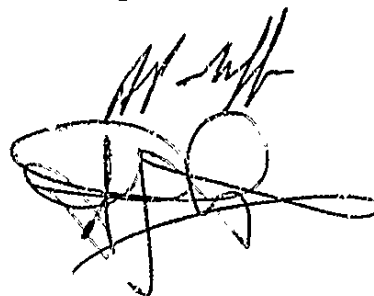
W

the 7th day of September one thousand nine hundred and eighty four

before me

A Commissioner for Oaths\*\*

Declarants sign here



Please do not write in this binding margin



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

\*delete if inappropriate.

†A description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc, with the date thereof should be given.

‡Insert brief details of property

§The date of registration may be confirmed from the certificate of registration and (except in the case of a series of debentures) from the registration stamp affixed to the instrument(s) registered.

¶Insert number of charges.

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



COMPANIES FORM No. 395

# Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

Please do not  
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this margin

11/27 FEB 1987

1101/29th May / 87

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

1588900

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

Name of company

\* SANCTUARY MUSIC (OVERSEAS) LIMITED

\* insert full name  
of company

Date of creation of the charge

11th February, 1987

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

Assignment

Amount secured by the mortgage or charge

Please see continuation sheet 1

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

Hambros Bank Limited

41 Bishopsgate, EC2P 2AA

Postcode

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Jordans

JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK  
LONDON  
TELEPHONE  
TELETYPE

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

Norton, Rose, Botterell &  
Roche,

Kempson House,  
Canomile Street,  
London EC3A 7AN

Ref: SRGP/51/K178971

For official Use  
Mortgage Section

26. 1987

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The personal accident/sickness insurance policies issued or to be issued pursuant to cover notes issued by Stafford Knight & Company Limited and annexed to the Assignment marked Annexure "A" together with all moneys benefits and advantages that may become payable or accrue thereunder or under any substituted policy or policies or under any new policy effected under the provisions thereof (which policies together with the cover notes set out in Annexure A are hereinafter called "the Policies") and the full benefit of the Policies and all the right title and interest whatsoever of the Assignor therein together with power to give an effective discharge for any of the moneys payable under the Policies to hold unto the Bank absolutely but subject nevertheless to redemption at the cost of the Assignor on the payment and discharge of all moneys obligations and liabilities guaranteed to be paid or otherwise secured under the Assignment.

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

Particulars as to commission allowance or discount (note 3)

Signed Kaufmann

Date 26<sup>th</sup> February 1987

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.

12

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

All moneys and the discharge of all obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to the Bank by the Principal Debtors (as defined in the Assignment and which expression includes any one or more of them) anywhere in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) including all liabilities in connection with acceptances discounting or under bonds guarantees indemnities documentary or other credits or any instruments whatsoever from time to time assumed or entered into by the Bank for or at the request of the Principal Debtors together with interest to date of payment at such rates and upon such terms as may from time to time be agreed (or which would have been payable but for the liquidation of the Principal Debtors) commission fees and other charges and all legal and other costs charges and expenses incurred by the Bank in relation to the Principal Debtors or any guarantee indemnity or security for any moneys obligations or liabilities hereby secured on a full unqualified indemnity basis PROVIDED that the total sum recoverable shall not exceed the aggregate amount of all moneys that may become payable or accrue under or the proceeds of sale or other disposition of and the income and other moneys received by the Bank derived from the assigned policies to the intent that the rights of the Bank against the Assignor in respect of the guarantee for the liabilities of the Principal Debtors contained in the Assignment shall be limited to such aggregate amount and provided that the aforesaid limit of recoverability shall not in any way prejudice or affect any independent right of the Bank to recover all moneys obligations and liabilities now or at any time hereafter due owing or incurred to the Bank by the Principal Debtors.




# **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 February 1987 and created by SANCTUARY MUSIC (OVERSEAS) LIMITED for securing all moneys due or to become due from Platinum Travel International Limited and/or Great Southern Company (U.K.) Limited and/or Smallwood Taylor Publishing Limited and/or Fair Warning (Agency) Limited and/or Platinum Holdings Inc. and/or Smallwood Taylor Properties Inc. to Hambros Bank Limited on any account whatsoever was registered pursuant to Chapter I Part XIX of the Companies Act 1985, on the 26th February 1987

Given under my hand at the Companies Registration Office,  
Cardiff the 28 MAY 1987

No. 1588900

  
R. M. GROVES  
an authorised officer

Certificate and instrument received by  
.....

.....

Date .....



## Particulars of a mortgage or charge

Please do not  
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this margin

Pursuant to section 395 of the Companies Act 1985

MSI

Please complete  
legibly, preferably  
in black type or  
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lettering

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

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|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

1588900

Name of company

\* SANCTUARY MUSIC (OVERSEAS) LIMITED

Date of creation of the charge

31st March 1988

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

DEBENTURE

Amount secured by the mortgage or charge

All the Company's liabilities to Zomba Corporation pursuant to a Deed dated 31st March 1988 guaranteeing repayment of a loan of £2,100,000 by Zomba Corporation to Smallwood Taylor Group plc and all other monies due by the Company to Zomba Corporation under such Deed or the Debenture

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

Zomba Corporation of Alpenstrasse 14, 6300 Zug, Switzerland

Postcode |

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

BYATT MICHAU & SMART  
SWAN HOUSE  
37-39 HIGH HOLBORN  
LONDON WC1V 6AA

For official use  
Mortgage section

Post room



Time critical reference

19  
4  
POST



Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.
2. By way of fixed charge all stocks, shares and other interests both present and future of the Company in any company which now is or may hereafter become a subsidiary; the goodwill and uncalled capital of the Company both present and future; and all book debts and other debts now and from time to time due or owing to the Company.
3. By way of floating charge the stock in trade, work in progress, prepayments and cash of the Company both present and future; and all other undertakings and all other property and assets of the Company both present and future.

Note the Debenture contains a covenant that the Company shall not without the consent in writing of Zomba Corporation create or permit to subsist any further 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 mortgaged premises ranking either in priority to or pari passu with the charges hereby created

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in black type or  
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lettering

Particulars as to commission allowance or discount (note 3)

Signed

Date

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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoff Street London SE1 5TS

1985 Edition  
11 85 F5626  
5010503



## 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 31st March 1988 and created by SANCTUARY MUSIC (OVERSEAS) LIMITED for securing all moneys due or to become due from the Company to Zomba Corporation under the terms of the Deed of Guarantee dated 31st March 1988 or the Debenture

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 18th April 1988

Given under my hand at the Companies Registration Office,  
Cardiff the - 4 MAY 1988

No. 1588900

R. M. GHOVER  
an authorised officer

Certificate and instrument received by

..... POST .....

.....

Date ..... 5/5 .....



## 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

\*Insert full name  
of company

To the Registrar of Companies

For official use Company number

Name of company

\* SANCTUARY MUSIC (OVERSEAS) LIMITED

1588900

Date of creation of the charge

13th December 1988

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

DEBENTURE

Amount secured by the mortgage or charge

All moneys and liabilities now or at any time or times hereafter due or owing or incurred by the Company to the Lender in any manner whatever whether actually or contingently and whether as principal or surety including interest thereon at such rate as may be agreed in writing from time to time between the Company and the Lender whether before or after the execution of this Debenture and together also with all commission charges costs and expenses payable in connection therewith.

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

Zomba Corporation Alpenstrasse 14, 6300 Zug  
Switzerland

Postcode

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

NEEDHAM & JAMES  
SWAN HOUSE  
37-39 HIGH HOLBORN  
LONDON WC1V 6AA

RJM

Time critical reference

For official use  
Mortgage section

Post room

Short particulars of all the property mortgaged or charged

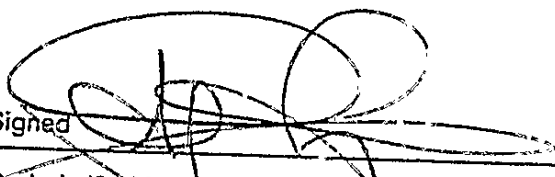
Please do not  
write in  
this margin

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

1. By way of legal mortgage all the freehold and leasehold property of the Company, both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.
2. By way of fixed charge all stocks, shares and other interests both present and future of the Company in any company which now is or may hereafter become a subsidiary; the goodwill and uncalled capital of the Company both present and future; and all book debts and other debts now and from time to time due or owing to the Company.
3. By way of floating charge the stock in trade, work in progress, prepayments and cash of the Company both present and future; and all other undertakings and all other property and assets of the Company both present and future.

Note the Debenture contains a covenant that the Company shall not without the consent in writing of Zomba Corporation create or permit to subsist any further 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 mortgaged premises ranking either in priority to or pari passu with the charges hereby created.

Particulars as to commission allowance or discount (note 3)

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

Date 13th December 1988

\*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.



## 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 13th December 1988  
and created by SANCTUARY MUSIC (OVERSEAS) LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Zomba Corporation

on any account whatsoever


was registered pursuant to Chapter 1 Part XII of the Companies Act  
1985, on the 15th December 1988

Given under my hand at the Companies Registration Office,  
Cardiff the 5 JAN 1989

No. 1588900

Certificate and instrument received by  
..... P. O. M. .... R. B. ....

Date 9.1.89

  
Registrar  
of Companies  
at the Companies Registration Office

M

COMPANIES FORM No. 403a

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

403a

Please do not  
write in  
this margin

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

S 158 C BR.

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

[ ] [ ] [ ] [ ] [ ] [ ]

1588900

Name of company

\* SANCTUARY MUSIC (OVERSEAS) LIMITED

I, Michael David Miller

of The Colonnades, 82 Bishops Bridge Road, London, W2 6BB

† Delete as  
appropriate

[I, ~~the 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 11.2.87 Assignment

Date of Registrations 26th February 1987

Name and address of [chargee] [trustee for the debenture holders] Hambros Bank Limited,  
41 Tower Hill, London EC3N 4HA

§ The date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged the personal accident/sickness insurance  
policies issued by Stafford Knight & Company Limited

¶ 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 56 Queensway London W2 3RY } Declarant to sign below

the 19th day of January  
one thousand nine hundred and eighty nine  
before me

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

56 Queensway London W2 3RY

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

NEEDHAM & JAMES  
SWAN HOUSE  
37-39 HIGH HOLBORN  
LONDON WC1V 6AA  
PJM

For official use  
Mortgage section

24 JAN 1989

Post room

COMPANIES ACT USE

24 JAN 1989

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

1987 Edition  
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M

COMPANIES FORM No. 403a

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

403a

Please do not  
write in  
this margin

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

S 159 C BR.

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

[ ] [ ] [ ] [ ]

1588900

Name of company

\* SANCTUARY MUSIC (OVERSEAS) LIMITED

I, Michael David Miller

of The Colonnades, 82 Bishops Bridge Road, London, W2 6BB

† Delete as  
appropriate

~~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‡ 22.8.84 Composite Guarantee and Debenture

Date of Registrations 28th August 1984

Name and address of [chargee][trustee for the debenture holders] Jambros Bank Limited,  
41 Tower Hill, London EC3N 4HA

§ The date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged Fixed and floating charges over the undertaking  
and all property and assets present and future

¶ 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 56 Queensway London W2 Declarant to sign below

the 19th day of January  
one thousand nine hundred and eighty four  
before me

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

56 Queensway London W2 3RY

Prese/itor's name, address and  
reference (if any):

NEEDHAM & JAMES  
SWAN HOUSE  
37-39 HIGH HOLBORN  
LONDON WC1V 6AA  
PJM

For official use

Mortgage section

24 JAN 1989

Post room

24 JAN 1989



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

Companies M403a

1987 Edition  
485 17000  
[5010005]

# M

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

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

\* insert full name  
of company

To the Registrar of Companies

M47

For official use

Company number

1588900

Name of company

\*SANCTUARY MUSIC (OVERSEAS) LIMITED ("the Company")

Date of creation of the charge

11th August 1989

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

Mortgage Debenture made between the Company and Coutts & Co ("the Bank") dated 11th August 1989 ("the Mortgage Debenture")

Amount secured by the mortgage or charge

One pound (£1) and all monies obligations and liabilities which may now or at any time after the date of the Mortgage Debenture be or become due owing or incurred by the Company to the Bank on any account (whether solely or jointly with any other person and whether as principal or surety) present or future actual or contingent of the Company to the Bank together with interest and other bank charges so that interest shall be calculated and compounded in accordance with the practice of the Bank from time to time as well after as before any demand made or judgment obtained under the terms of the Mortgage Debenture.

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

Coutts & Co  
15 Lombard Street  
LONDON

Postcode

EC3P 9AU

24/8  
Wilde  
Presentor's name address and  
reference (if any):

WILDE SAPTE  
Queensbridge House  
60 Upper Thames Street  
London EC4V 3BD  
Ref: CST/080691

For official Use  
Mortgage Section

Post room

Time critical reference



Please do not  
write in  
this margin

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

By way of specific equitable charge all estates or interests in any freehold and leasehold property now and at any time during the continuance of the Mortgage Debenture belonging to or charged to the Company (the equitably charged property) and/or the proceeds of sale thereof

By way of specific charge all stocks shares and/or other securities now and at any time during the continuance of the Mortgage Debenture belonging to the Company in any of its rights in relation thereto

By way of specific charge all book debts and other debts now and from time to time due or owing to the Company

By way of specific charge its goodwill and the benefit of any licences

By way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever

Particulars as to commission allowance or discount (note 3)

Signed

*W. L. de Silva*

Date

23.8.89

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 393). 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.

Please do not  
write in this  
binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Form No 395 and 410 (Scot)

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

Company number

1588900

Name of company

Sanctuary Music (Overseas) Limited ("the Company")

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

present and/or future including those for the time being charged by way of specific charge pursuant to the foregoing paragraphs if and to the extent that such charges as aforesaid shall fail as specific charges but without prejudice to any such specific charges as shall continue to be effective; and

with reference to the book debts and other debts specifically charged by the Mortgage Debenture 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 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 to do so by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank;

with reference to the property assets and rights subject to the floating charge:

- (i) the Company shall not be at liberty without the consent in writing of the Bank to:-
  - (a) create any mortgage or charge ranking in priority to or pari passu with that charge and/or
  - (b) sell the whole or except in the ordinary course of business any part of the Company's undertaking
- (ii) the Bank may by notice to the Company convert the floating charge into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof.

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 SANCTUARY MUSIC (OVERSEAS) LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to COUTTS & CO

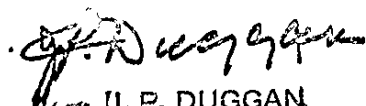
on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 23rd AUGUST 1989

Given under my hand at the Companies Registration Office,

Cardiff the 4th SEPTEMBER 1989

No. 1588900

  
J. P. DUGGAN

an authorised officer

C.69a

LC  
S/S

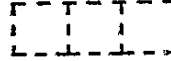
**M****395****Particulars of a mortgage or charge**Please do not  
write in  
this margin

Pursuant to Section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number



1588900

Name of company

\*

SANCTUARY MUSIC (OVERSEAS) LIMITED

Date of creation of the charge

13th December 1991

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

DEBENTURE

Amount secured by the mortgage or charge

All moneys and all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Lenders by the Company on any account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) together with interest to date of payment at such rates and upon such terms as may from time to time be agreed and all commission fees and other charges and all legal and other costs and expenses incurred by the Lenders in relation to the Company or the assets hereby charged on a full indemnity basis.

69a

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

6/1  
~~ANDREW JOHN TAYLOR OF THE BRIDGE HOUSE BISHAM ROAD~~  
~~MARLOW BUCKS AND RODERICK CHARLES SMALLWOOD OF 36 ST.~~  
~~PETERSBURGH PLACE LONDON W.2~~ Postcode

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

SCATES ROSENBLATT  
17 JOHN STREET  
LONDON WC1N 2DL

For official use  
Mortgage section

Post room

**REGISTERED**

3 JAN 1992

Time critical reference

Short particulars of all the property mortgaged or charged

FIRST the freehold and leasehold property of the Company both present and future and all buildings and fixtures (including trade fixtures) from time to time on any such property all liens charges options agreements rights and interests over land both present and future and all plant machinery vehicles computers and other equipment of the Company both present and future and the full benefit of all warranties and maintenance contracts for any of the same but excluding stock in trade of the Company.

SECONDLY all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity whatsoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Date

2<sup>nd</sup> January 1991

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.

Page 2



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoff Street, London SE1 6TS

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Please do not  
write in this  
margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

1588900

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

Name of company

**SANCTUARY MUSIC (OVERSEAS)**

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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

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write in this  
margin

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

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

offered or arising in respect of the same whether by way of conversion redemption bonus preference option dividend interest or otherwise (all of which are hereinafter called "the Securities").

THIRDLY all book and other debts revenues and claims both present and future (including lenders deposits and credit balances) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same.

FOURTHLY the uncalled capital goodwill and all patents patent applications inventions trade marks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Company.

FIFTHLY the undertaking and all other property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company wheresoever and the heritable property of the whole of the property assets and rights in Scotland which is or may from time to time while this instrument is in force comprised in the property and undertaking of the Company and the premises First Secondly Thirdly and Fourthly described (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges).

PROVIDED ALWAYS that the foregoing shall not and neither shall this Debenture charge or mortgage the corporation tax losses of the Company and its subsidiaries for its accounting years ended 31st December 1989 31st December 1990 and ending 31st December 1991

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 13th DECEMBER 1991  
and created by SANCTUARY MUSIC (OVERSEAS) LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to ANDREW JOHN TAYLOR AND RODERICK  
CHARLES SMALLWOOD

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 3rd JANUARY 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 9th JANUARY 1992

No. 1588900

*Jennifer V Evans*  
JENNIFER V. EVANS

an authorised officer

C.69a

*Don MB  
19/1*