



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

M 244 ✓

To the Registrar of Companies

For official use

Company number

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1826890

Name of company

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

* CHRYSLIS INVESTMENTS LTD (the "Company")	
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Date of creation of the charge

12th April, 1989

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

A mortgage debenture (the "Debenture") dated 12th April 1989 and made by the Company in favour of Thorn EMI PLC (the "Chargee")

Amount secured by the mortgage or charge

All monies obligations and liabilities which may now or at any time hereafter may be or become due owing or incurred by the Company to the Chargee under a counter-indemnity made between the Company (1) and the Chargee (2) (in respect of a guarantee and indemnity given by the Chargee in respect of the obligations of Chrysalis Group plc to National Westminster Bank plc under a loan agreement dated 12th April, 1989 (the "Loan Agreement")) and itself dated 12th April, 1989 (the "Counter-Indemnity"), including (without limitation) interest as calculated in accordance with the Counter-Indemnity.
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Names and addresses of the mortgagees or persons entitled to the charge

Thorn EMI PLC of 4, Tenterden Street, Hanover Square, London	
Postcode	W1

Presentor's name address and
reference (if any):Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

Ref: AJI/NJS

For official Use
Mortgage Section

Post room

RECEIVED 27 APR 1989



Time critical reference

Short particulars of all the property mortgaged or charged

- (i) 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 this security belonging to or charged to the Company ("the equitably charged property") and/or the proceeds of sale thereof;
- (ii) By way of specific charge all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on the equitably charged property;
- (iii) By way of specific charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Company in any of its subsidiary companies or any other company and all dividends and other rights in relation thereto;
- (iv) By way of specific charge all book debts and other debts now and from time to time due or owing to the Company;
- (v) By way of specific charge its goodwill and uncalled capital and all present and future patents, patent applications, trade marks, trade names, registered designs, confidential information, copyrights and other intangible property of the Company and all licences and ancillary and connected rights to any of the same and the benefit of any other licences. cont/d...

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 Chifford Chase

Date 26th April 1989

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.

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

1826890

*delete if inappropriate

CHRYSLIS INVESTMENTS LTD (the "Company") Limited*

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

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

write in this
binding margin

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

[Handwritten scribble]

not
in this
margin

ase complete
ibly, preferably
black type, or
old block lettering

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

short particulars (cont.)

(vi) By way of specific charge all interest and rights held by the Company both present and future in any master audio and video tape recordings, film masters, acetates, mothers, stampers and other carriers of sound recordings (including without limitation sound tracks associated with cinematograph films) and cinematograph films (as defined in the Copyright Designs and Patents Act 1988) and by way of assignment (insofar as the same are capable of assignment) all present and future contracts and agreements made between the Company and any performing and/or recording artist;

(vii) By way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever 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.

N.B. The Debenture contains covenants on the part of the Company:

- (a) with reference to the property assets and rights subject to the floating charge that it shall not without the consent in writing of the Chargee:-
 - (i) create any mortgage or charge ranking in priority to or pari passu with the floating charge referred to in (vii) above other than a Permitted Encumbrance (as defined in the Loan Agreement) and/or
 - (ii) sell the whole or except in the ordinary course of business any material part of the Company's assets or undertaking.
- (b) that it shall not without the prior consent in writing of the Chargee sell factor discount or otherwise charge or assign the book debts and other debts hereby specifically charged in favour of any other person (other than a person entitled from time to time to the benefit of any charge or charges shown against the Company in paragraph 2 of Schedule 6 to the Loan Agreement who has the benefit of a specific charge in respect of such debt) or purport to do so.

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 12th APRIL 1989
and created by CHRYSALIS INVESTMENTS LIMITED

for securing all moneys due or to become due from the Company to THORN EMI
PLC under the terms of A COUNTER INDEMNITY DATED 12th APRIL 1989

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th APRIL 1989

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

No. 1826890

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES
an authorised officer

C.69