

# M

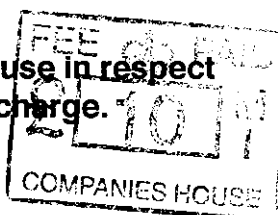
## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)



For official use

Company number

04126652

Name of company

\* Chrysalis Music Publishing Limited

Date of creation of the charge

2 March 2001

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

Debenture dated 02 March 2001 (the "Debenture") between (1) Chrysalis Music Limited, (2) Chrysalis Music Publishing Limited ("CMPL"), (3) Chrysalis Copyrights Limited, (4) Air Chrysalis Scandinavia Limited, (5) Oxford (continued on Continuation Sheet No.1)

Amount secured by the mortgage or charge

CMPL covenanted with the MF Lender that it shall discharge each and every liability which a Chargor may now or hereafter have to the MF Lender under or pursuant to the Facility Agreement, the Debenture or any other Chrysalis Transaction Document and to discharge or pay to the MF Lender when due and payable every sum (of principal, interest or otherwise) now or hereafter owing, due or incurred by a Chargor to the MF Lender in respect of any such liabilities in accordance with the terms set out in the Facility Agreement, the Debenture or any other Chrysalis Transaction Document (all such amounts, the "Secured Amounts").

All capitalised terms have the meanings ascribed to them in Continuation Sheet No. 4 to 11.

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

MUSIC Finance, Corp.  
1209 Orange Street, Wilmington, Delaware, USA

Postcode

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

Weil, Gotshal & Manges  
One South Place  
London EC2M 2WG

Attn Pierre Agyeman

263954v1

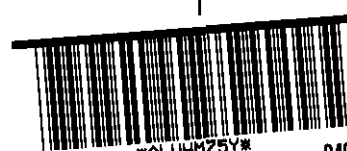
Time critical reference

For official Use

Mortgage Section

Post room

M



A06  
COMPANIES HOUSE

0492  
22/03/01

• Short particulars of all the property mortgaged or charged

See Continuation Sheet No. 2 to 3

All capitalised terms have the meanings ascribed to them in Continuation Sheet No. 4 to 11.

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)

None

Signed

Went, Gotshal & Manges

Date

21 March 2001

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

## Notes

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

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)

CHFP025

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

Company Number

04126652

Name of Company

Chrysalis Music Publishing Limited

Limited\*

\* delete if  
inappropriate

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

Studios Limited, (6) Chrysalis Songs Limited, (7) Tin Pan Alley Music Limited, (8) Klynch Music Limited, (9) Global Chrysalis Music Publishing Limited, (10) Air Management Services Limited, (11) Chrysalis Music Publishing LLC (each as a "Chargor" and together the "Chargors") and (12) MUSIC Finance, Corp. (the "MF Lender").

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

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 block lettering**

Please do not  
write in this  
binding margin

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

- 1 **Chrysalis Music Publishing Limited** Subject to the provisions of Clause 14 of the Debenture, CMPL as continuing security for the payment and performance by the Chargors of all Secured Amounts, by way of fixed charge in favour of the MF Lender charged all of its right, title, interest and benefit present and future in and to all of the Catalogue and Related Rights owned by CMPL from time to time.
- 2 **Assignment** CMPL as continuing security for the payment and discharge of the Secured Amounts assigned absolutely by way of first fixed security to the MF Lender all of its right, title, interest and benefit present and future in and to each of the Chrysalis Transaction Documents to which it is a party including, without limitation:
- (a) the Facility Agreement;
  - (b) the Assignment Agreement dated 2 March 2001 and made between, inter alia, Chrysalis Music Publishing B.V. and Chrysalis Music International B.V.;
  - (c) the Assignment Agreement dated 2 March 2001 made between the MF Lender, the Borrower and Chrysalis Music Publishing Limited;
  - (d) the Master Administration Agreement;
  - (e) the Hedge Agreement;
  - (f) the German Security Agreement dated 27 February 2001 and made between Fanfare KG and the Borrower;
  - (g) the Assignment Agreement dated 2 March 2001 and made between ACSL, the Borrower and Air Chrysalis Scandinavia AB;
  - (h) the Hedge Administration Agreement;
- and in respect of (a) to (h) above including without limitation:
- (i) all rights to demand performance of, sue for and enforce the same in the name of CMPL and to receive payment of any amounts which may become payable thereunder and all payments received by CMPL thereunder;
  - (ii) all benefits of CMPL under or in respect of any Encumbrance granted, assigned, transferred, charged or sub-charged to CMPL thereunder;
  - (iii) all benefits of CMPL under or in respect of all property expressed to be held on trust for CMPL thereunder or comprised therein and all monies, rights and property whatsoever which may from time to time be distributed or derived from, or accrue on, such items in any manner whatsoever; and
  - (iv) all rights to serve notices and/or give consents and directions and/or make demands thereunder and/or take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof.
- 3 **Floating Charge** CMPL as continuing security for the payment and discharge of the Secured Amounts charged by way of first floating security in favour of the MF Lender all

**Company Name: Chrysalis Music Publishing Limited**

**Company No: 04126652**

**Form 395 – Continuation Sheet No. 3**

of its undertaking and assets, present and future, other than any assets for the time being effectively charged to the MF Lender by way of fixed charge pursuant to paragraph 1 above or effectively assigned (whether at law or in equity) pursuant to paragraph 2 above to the MF Lender or otherwise subject to an effective fixed security in favour of the MF Lender.



**“ACSL”** means Air Chrysalis Scandinavia Limited.

**“Additional Swedish Catalogue”** means the right to receive payments in respect of any rights, agreements or instruments indicated in an Assignment Notice.

**“Additional Charging Company”** means any company which has become an additional charging company at the request of the Lender under the Facility Agreement.

**“Advance”** means, save as otherwise provided in the Facility Agreement, a Loan Facility Advance or a Reserve Facility Advance (as from time to time reduced by repayment and including, for the avoidance of doubt, a Consolidated Advance) made or to be made by the Lender under the Facility Agreement.

**“Artist Royalties”** means royalty payments made by parties exploiting Sound Recording Rights to parties who have rendered the services of the performing artists whose performance are recorded in the said Sound Recordings.

**“Assignment Notice”** means a notice given by Air Chrysalis Scandinavia AB in accordance with Clause 2.3 of the Swedish Assignment.

**“Back to Back Hedge Agreement”** means the ISDA Master Agreement together with the Schedule and the Confirmation each dated the date hereof and made between Chrysalis Group Plc and The Royal Bank of Scotland plc.

**“Borrower”** means Chrysalis Music Limited.

**“Borrower Shares”** means all of the issued share capital in CMPL and ACSL held legally and beneficially by the Borrower.

**“Business Day”** means a day (other than Saturday and Sunday) on which banks in London, New York, Chicago, Amsterdam, Frankfurt and Stockholm are open for business.

**“Catalogue”** means:

- (a) Publishing Rights with respect to a Writer and/or a Composition;
- (b) Copyrights in Compositions;
- (c) Sound Recording Rights;
- (d) Producer Royalties;
- (e) Artist Royalties;
- (f) the rights under a Writer Agreement and Sub-Publishing Agreement; and
- (g) the revenues generated by (a) to (f) above and all other rights associated therewith.

but excluding, for the avoidance of doubt, rights arising from the record production activities of Air Chrysalis Scandinavia AB.

**“Charging Companies”** means the Original Charging Companies and the Additional Charging Companies but not including any such company which has ceased to be a Charging Company.

**“Chrysalis English Collection Accounts”** means the Sterling, Euro and US Dollar accounts specified below in the names of the Borrower and Chrysalis Copyrights Ltd with the UK Collection Account Bank at 30 North Audley Street, London, W1A 4UQ and/or any replacement account or additional account which has been approved by the Lender and the Liquidity Banks:

Account No. 34595074 (Borrower-Sterling),

Account No. 34595082 (Chrysalis Copyrights Ltd-Sterling),

Account No. 140/0/08508801 (Borrower-Dollars),

Account No. 140/0/08508844 (Chrysalis Copyrights Ltd-Dollars),

Account No. 550/0/08508828 (Borrower-Euro) and

Account No. 550/0/08508860 (Chrysalis Copyrights Ltd-Euro).

**“Chrysalis Swedish Collection Account”** means the Swedish Krona account no. 1060199 in the name of Air Chrysalis Scandinavia Limited with Skandinaviska Enskilda Banken AB, Box 55544, 10204 Stockholm and/or any replacement account or additional account which has been approved by the Lender and the Liquidity Banks.

**“Chrysalis US Collection Account”** means the US Dollar account no. 006-689884 in the name of Chrysalis Music Publishing LLC with City National Bank, Sunset-Doheny Office, 9229 Sunset Blvd, Los Angeles, CA 90069 and/or any replacement account or additional account which has been approved by the Lender and the Liquidity Banks.

**“Chrysalis Security Documents”** means the Debenture, the German Share Pledge, the German Account Pledges, the German Security Agreement, the Dutch Account Pledge, the Pledge of Receivables, the Pledge of Floating Charge, the Swedish Account Pledge, the US Pledge and any other security agreement which an Obligor enters into from time to time in connection with the Master Definitions Schedule.

**“Chrysalis Transaction Documents”** means the Master Definitions Schedule, the Chrysalis Security Documents, the Master Administration Agreement, the German Documents, the Dutch Documents, the Swedish Documents, the US Documents, the UK Assignment, the Hedge Agreement, the Back to Back Hedge Agreement and any other documents which an Obligor enters into from time to time in connection with the Master Definitions Schedule.

**“Closing Date”** means the date on which the first Advance under the Facility Agreement is made by the Lender to the Borrower.

**“CMGI”** means Chrysalis Music Group Inc.

**“CMPL”** means Chrysalis Music Publishing Limited.

**“CP Borrower”** means MUSIC Finance, Corp.

**“Collateral”** means the Catalogue owned, controlled or administered by the Obligors or any of them from time to time and which is secured in favour of the Lender pursuant to the Chrysalis Security Documents.

**“Compositions”** means the whole or part of any musical works, lyrics, titles, libretti, arrangements of musical works or lyrics in the public domain, musical scores, interpolations and collections of musical works, arrangements, adaptations, translations, dramatisations and transpositions of musical works or lyrics and the “book” of a dramatico-musical work.

**“Consolidated Advance”** means all Loan Facility Advances outstanding under the Facility Agreement being treated as a single Advance in accordance with Clause 5 of the Facility Agreement.

**“Contribution Agreement”** means the contribution agreement dated 27 February 2001 and made between, *inter alia*, Chrysalis Standards Inc. and the Primary Administrator.

**“Copyright”** means (a) with respect to the United Kingdom, the property right which subsists in accordance with the United Kingdom’s Copyright Designs and Patents Act 1988 in original literary, dramatic or musical works; (b) with respect to the United States of America, means the property rights that subsist in accordance with the Copyright Law of the United States of America, pursuant to Title 17 of the United States Code (c) with respect to Germany, (i) any exploitation rights under the German Copyright Act (Urheberrechtsgesetz) relating to a work which is the subject of copyright, which are granted by the author of such work to a publisher under a german publishing agreement, in particular all publishing rights within the meaning of Section 1 German Publishing Act (Verlagsgesetz) and (ii) any rights, in particular exploitation rights, in foreign jurisdictions relating to a literary or a musical work, which are granted by the author of the work to a publisher under a german publishing agreement.

**“Crown Point”** means Crown Point Capital Company LLC.

**“Deed of Pledge of Bank Account”** means the first priority security agreement dated 2 March 2001 and made between the CP Borrower, Chrysalis Music Publishing B.V. and ABN AMRO Bank N.V.

**“Disclosed Pledge of Receivables”** means means the first priority security agreement dated 2 March 2001 and made between Chrysalis Music Publishing B.V. (as pledgor) and the CP Borrower (as pledgee).

**“Dutch Assignment”** means the assignment by Chrysalis Music International BV of the Servicing Agreement to Chrysalis Music Publishing B.V. dated the Closing Date.

**“Dutch Documents”** means the Dutch Assignment, the disclosed pledge of receivables dated the Closing Date between Chrysalis Music Publishing B.V. and the Lender (the **“Pledge of Receivables”**) and the agreement and deed of pledge of bank account dated the Closing Date between Chrysalis Music Publishing B.V., the Lender and ABN Amro Bank N.V. (the **“Dutch Account Pledge”**).

**“Encumbrance”** means:

- (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person;

- (b) any arrangement under which money or claims to, or benefit of, a bank or other account may be applied, set-off or made subject to a combination of accounts so as to effect payment of sums owed or payable to any person; or
- (c) any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect.

**“Facility Agreement”** means the facility agreement dated 28 February 2001 and made between, inter alia, the Borrower and the Lender.

**“German Documents”** means (i) the German Sale and Administration Agreement, (ii) the share pledge agreement dated 27 February 2001 between Chrysalis Music Holdings GmbH, Global Musik GmbH and the Lender (the **“German Share Pledge”**), (iii) the seller account pledge dated 27 February 2001 between Global KG and Fanfare KG, (iv) the purchaser account pledge dated 27 February 2001 between Fanfare KG and the Lender (together with the seller account pledge the **“German Account Pledges”**) and (v) the German Security Agreement.

**“German Sale and Administration Agreement”** means the sale and administration agreement dated 27 February 2001 between Fanfare KG, Global KG and the Borrower.

**“German Security Agreement”** means the German security agreement dated 27 February 2001 between Fanfare KG and Global KG as assignors, the Lender and the Borrower as security trustee.

**“Hedge Administration Agreement”** means the agreement so designated entered into by the Borrower, Chrysalis Group Plc and The Royal Bank of Scotland plc as hedge administrator (the **“Hedge Administrator”**) dated the Closing Date.

**“Hedge Agreement”** means the ISDA Master Agreement together with the Schedule and the Confirmation each dated the Closing Date and made between the Borrower and Chrysalis Group Plc providing for the exchange of currencies as provided in Clause 8 of the Master Administration Agreement.

**“Initial Swedish Catalogue”** means the right to receive payments in respect of the Swedish Documents.

**“Interest Payment Date”** means the 10th day of March and the 10th day of September in each year (or if such day is not a Business Day, the next succeeding Business Day).

**“ISDA Master Agreement”** means the hedging agreement entered into by Crown Point and The Royal Bank of Scotland plc.

**“Lender”** means MUSIC Finance, Corp.

**“Lender Collection Accounts”** means the Lender Sterling Collection Account, the Lender Dollar Collection Account, the Lender Euro Collection Account and the Lender Krona Collection Account and any other account designated as such with respect to any other currency with the approval of the Lender and the Liquidity Banks.

**“Lender Dollar Collection Account”** means the US Dollar account no. 140/0/08505772 in the name of the Borrower with the UK Collection Account Bank (Sort Code 50-41-06) or any replacement thereof which has been approved by the Lender and the Liquidity Banks.

**“Lender Euro Collection Account”** means the Euro account in the name of the Borrower with the UK Collection Account Bank no. 550/0/08505780 (Sort Code 50-41-06) or any replacement therefor which has been approved by the Lender and the Liquidity Banks.

**“Lender Krona Collection Account”** means the Swedish Krona account no. 232/0/08512019 in the name of the Borrower with the UK Collection Account Bank (Sort Code (50-41-06) or any replacement therefor which has been approved by the Lender and the Liquidity Banks.

**“Lender Sterling Collection Account”** means the Sterling account in the name of the Borrower with the UK Collection Account Bank (account no. 34594264; Sort Code (50-41-06)) or any replacement therefor which has been approved by the Lender and the Liquidity Banks.

**“Liquidity Agent”** means The Royal Bank of Scotland plc.

**“Liquidity Banks”** means the financial institutions named in the Liquidity Facility Agreement as lenders and their successors and assigns.

**“Liquidity Facility Agreement”** means the liquidity facility agreement dated 28 February 2001 and made between, *inter alia*, Crown Point as borrower and the Liquidity Banks as lenders and includes any agreement entered into pursuant to a renewal, extension or amendment thereof or pursuant to a renewal, extension or amendment of any previously renewed, extended or amended Liquidity Facility Agreement.

**“Loan Facility”** means the £54,000,000 sterling loan facility granted to the Borrower in the Facility Agreement.

**“Loan Facility Advance”** means an advance requested by the Borrower under the Loan Facility;

**“Manager”** means Deutsche International Trust Corporation (C.I.) Limited.

**“Master Administration Agreement”** means the Master Administration Agreement dated the Closing Date and made between, *inter alia*, Chrysalis Music Limited as Primary Administrator and the Lender.

**“Obligors”** means the Borrower and the Charging Companies.

**“Original Charging Companies”** Chrysalis Music Publishing Limited, Chrysalis Copyrights Limited, Oxford Street Studios Limited, Chrysalis Songs Limited, Tin Pan Alley Music Limited, Klynch Music Limited, Global Chrysalis Music Publishing Limited, Fanfare Music Company Limited, Air Management Services Limited, Chrysalis Music Publishing LLC, Chrysalis Music Group Inc., Global Chrysalis Music, Inc., Chrysalis Music Publishing BV, Air Chrysalis Scandinavia AB, Global Musikverlag Global Musik GmbH & Co. Kg, Global Musik Global GmbH & Co. Kg, Fanfare Musikverlag Global Musik GmbH & Co. Kg, Chrysalis Music International B.V., GMG Productions, Inc. and Air Chrysalis Scandinavia Limited.

**“Pledge of Floating Charge”** means the pledge of floating charge dated 2 March 2001 and made between Air Chrysalis Scandinavia AB and the CP Borrower.

**“Primary Administrator”** means Chrysalis Music Limited or any other person appointed as primary administrator under the Master Administration Agreement from time to time.

**“Producer Royalties”** means royalty payments made by parties exploiting Sound Recordings to parties who have rendered the services of the producer responsible for directing and/or overseeing

and/or organising and/or producing the recording process by which the said Sound Recordings were made.

**“Publishing Rights”** means Sound Recording Rights and any right (whether as owner, licensee or agent) to exploit Compositions, authorise or prevent the exploitation of Compositions or collect monies from exploitation of Compositions, including, but not limited to, any right to:

- (a) grant mechanical licenses;
- (b) grant synchronisation licenses;
- (c) authorise public performance (including broadcasts on radio or television (whether pay, cable, satellite or otherwise));
- (d) exploit “online” or on the internet by web-casting, downloading or any other means;
- (e) print sheet music or other printed editions;
- (f) take action to enforce or protect copyright;
- (g) exploit the Compositions by any other means;
- (h) register copyright;
- (i) collect or receive monies from any source (including “black box” income, blank tape levies and society rebates);
- (j) act or authorise any act as the owner or exclusive licensee of Compositions;
- (k) substitute a new title or titles and make any arrangement, adaptation, translation, dramatisation or transposition of the Compositions in connection with any other musical, literary or dramatic material;
- (l) add new lyrics to the music of the Compositions or add new music to the lyrics of the Compositions; and
- (m) make or authorise others to make master records, transcriptions, sound tracks, pressings and any other reproductions of the Compositions.

**“Purchaser Account Pledge Agreement”** means the purchaser account pledge agreement dated 2 March 2001 and made between, inter alia, Fanfare Musikverlag Global Musik GmbH & Co. KG (as pledgor) and the CP Borrower (as pledgee).

**“Related Assets”** means all dividend, interest and other monies payable in respect of the Borrower Shares and all rights, benefits and interest derived therefrom (including without limitation, by way of redemption, option, bonus, preference, substitution, conversion or otherwise).

**“Related Rights”** means, in relation to any property, interest, right or asset:

- (a) the proceeds of sale of any part of that property, interest, right or asset;

- (b) all rights under any licence, agreement for sale or lease in respect of such property, interest, right or asset;
- (c) all rights, revenues, royalties, benefits, claims, contracts, warranties, rights of action, remedies, security, indemnities, covenants or remedies in respect of such property, interest, right or asset; and/or
- (d) any moneys and proceeds paid or payable in respect of such property, interest, right or asset.

**“Reserve Facility”** means the £6,000,000 revolving sterling loan facility granted to the Borrower in the Facility Agreement.

**“Reserve Facility Advance”** means an advance requested by the Borrower under the Reserve Facility.

**“Servicing Agreement”** means the servicing agreement entered into between Chrysalis Music International B.V. with EMI Music Ltd (**“EMI”**) dated as of 1 January 1996 with respect to the contractual overseas sub-publishing arrangements between the Borrower and EMI Music Ltd under agreements commencing 1st January 1993 and 1st January 1996 (the **“EMI Sub-Publishing Arrangements”**).

**“Share Pledge Agreement”** means the share pledge agreement dated 2 March 2001 and made between, inter alia, Chrysalis Music Holdings GmbH and Global Musik GmbH (as pledgors) and the CP Borrower (as pledgee).

**“Sound Recording Rights”** means any right (whether as owner, licensee or agent) to collect monies from the exploitation of Sound Recordings or authorise or prevent the exploitation of Sound Recordings including any right to:

- (a) copy the Sound Recording;
- (b) synchronise the Sound Recording with visual material;
- (c) authorise public performance of the Sound Recording (including broadcasts on radio or television (whether by cable or satellite or otherwise));
- (d) exploit the Sound Recording ‘online’ or on the internet by web-casting or downloading;
- (e) take action to enforce or protect copyright;
- (f) receive Artist Royalties in connection with the exploitation of Sound Recordings; and
- (g) receive Producer Royalties in connection with the exploitation of Sound Recordings.

**“Sound Recording”** means:

- (a) a recording of sounds from which sounds may be reproduced or;
- (b) a recording of the whole or any part of a literary, dramatic or musical work from which sounds reproducing the work or any part may be produced regardless of the medium on which the recording is made or the method by which the sounds are reproduced or produced.

**“Swedish Documents”** means the Swedish Assignment, the pledge of floating charge dated the Closing Date between Air Chrysalis Scandinavia AB and the Lender (the **“Pledge of Floating Charge”**) and the pledge of accounts agreement dated the Closing Date between Air Chrysalis Scandinavia Limited and the Lender (the **“Swedish Accounts Pledge”**).

**“Sub-Publishing Agreement”** means any agreement (other than a Writer Agreement) between an owner of Publishing Rights and an Obligor pursuant to which such Obligor is appointed to sub-publish, control or administer Publishing Rights in Compositions.

**“Swedish Assignment”** means the assignment by Air Chrysalis Scandinavia AB to Air Chrysalis Scandinavia Limited dated the Closing Date of the right to receive the cashflows generated by the Collateral owned by it.

**“UK Assignment”** means the assignment of certain of the UK Collateral by the Borrower to Chrysalis Music Publishing Limited dated the Closing Date.

**“UK Collection Account Bank”** means The Royal Bank of Scotland plc.

**“US Documents”** means the contribution agreement dated 27 February 2001 between Chrysalis Music Publishing LLC, CMGI, the Borrower, the Lender and the Manager (the **“US Contribution Agreement”**) and the pledge and security agreement dated 27 February 2001 between Chrysalis Music Publishing LLC, the Lender, the Manager and CMGI (the **“US Pledge”**).

**“Writer”** means a composer of music and/or author of lyrics the subject of a Writer Agreement.

**“Writer Agreement”** means an agreement between an Obligor and a Writer (or a third party supplying the services of a Writer) pursuant to which, *inter alia*, an Obligor acquires Publishing Rights in Compositions written or composed by the Writer concerned during a pre-defined period.

**“US Dollars”** or **“US\$”** or **“\$”** denotes lawful currency of the United States of America, **“Sterling”** or **“£”** denotes lawful currency of the United Kingdom, **“Swedish Krona”**, **“Swedish Kronor”** or **“SEK”** denotes the lawful currency of Sweden and **“Euros”** or **“€”** denotes lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty.



# FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04126652

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE BETWEEN CHRYSALIS MUSIC LIMITED (THE BORROWER) EACH OF THE CHARGORS (AS DEFINED) AND MUSIC FINANCE CORP. (THE "MF LENDER") DATED THE 2nd MARCH 2001 AND CREATED BY CHRYSALIS MUSIC PUBLISHING LIMITED FOR SECURING A COVENANT BY THE BORROWER WITH THE MF LENDER TO DISCHARGE EACH AND EVERY LIABILITY WHICH THE CHARGORS MAY NOW OR HEREAFTER HAVE TO THE MF LENDER UNDER OR PURSUANT TO THE FACILITY AGREEMENT THE DEBENTURE OR ANY OTHER CHRYSALIS TRANSACTION DOCUMENT AND TO DISCHARGE OR PAY TO THE MF LENDER WHEN DUE AND PAYABLE EVERY SUM (OF PRINCIPAL INTEREST OR OTHERWISE) NOW OR HEREAFTER OWING DUE OR INCURRED BY CHARGORS TO THE MF LENDER IN RESPECT OF ANY SUCH LIABILITIES IN ACCORDANCE WITH THE TERMS SET OUT IN THE FACILITY AGREEMENT THE DEBENTURE OR ANY OTHER CHRYSALIS TRANSACTION DOCUMENT (THE "SECURED AMOUNTS") WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MARCH 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th MARCH 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

155  
v/b