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COMPANIES FORM No. 395

508333/90

395

CHFP010.

Please do not write in
this margin**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

Please complete
legibly, preferably in
black type, or bold
block letteringTo the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

* Insert full name of
company

Name of company

4823611

*Newincco 267 Limited

Date of creation of the charge

29 August 2003

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Chargee under the terms of the Share Acquisition Agreement, dated 31 July 2003 made between the Chargee and De Facto 1064 Limited pursuant to which the Chargee has agreed to procure the sale of certain shares to De Facto 1064 Limited, whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and in whatever currency denominated provided that no obligation or liability shall be included to the extent that, if it were so included, the Composite Guarantee and Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985.

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

Chrysalis Group Plc ("the Chargee")

Bramley Road

London

Postcode W10 6SP

Presentor's name, address
and reference (if any):
Harbottle & Lewis LLP
Hanover House
14 Hanover Square
London
W1S 1HP

For official use

Mortgage Section

Post room

Time critical reference

LD3
COMPANIES HOUSE0459
09/09/03

Short particulars of all the property mortgaged or charged

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

4.1 Fixed charges

Subject at all times to the security created by the Company under the Lender's Composite Guarantee and Debenture, but subject only to that security, as a continuing security for the payment of the Secured Obligations, the Company hereby, with full title guarantee, charges, and agrees to charge, in favour of the Chargee the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

4.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in schedule 2 (if any), together with all buildings and fixtures (including trade fixtures) at any time thereon;

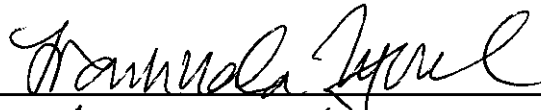
4.1.2 by way of first fixed charge all other interests (not being charged by clause 4.1.1) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land; (continued on page 3)

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

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

Signed



Date

09/09/03

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

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 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 percent 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 CF14 3UZ

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

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4.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

4.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

4.1.5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

4.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the "Collections Accounts", all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing;

4.1.7 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person;

4.1.8 to the extent that they are capable of being charged, by way of first fixed charge all Intellectual Property including but not limited to the Intellectual Property listed at schedule 8;

4.1.9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

4.1.10 to the extent not effectively assigned under clause 4.2 (Assignment), by way of first fixed charge all Receivables;

4.1.11 by way of first fixed charge all the goodwill and uncalled capital of the Company; and

4.1.12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

4.2 Assignment

Subject at all times to the security created by the Company under the Lender's Composite Guarantee and Debenture, but subject only to that security, as a continuing security for the payment of the Secured Obligations, the Company hereby, with full title guarantee, assigns and agrees to assign absolutely in favour of the Chargee all the rights, title, interest and benefit of the Company in and to the Receivables.

4.3 Floating charge

Subject at all times to the security created by the Company under the Lender's Composite Guarantee and Debenture, but subject only to that security, as further continuing security for the payment of the Secured Obligations, the Company hereby charges with full title guarantee in favour of the Chargee by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4.1, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

(continued on page 4)

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

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4.4 Leasehold interests containing prohibition on charging

4.4.1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4.1 (and the further assurance provisions set out in clause 8) any leasehold property held by the Company under a lease and any other property where the freehold is not owned where the terms of such lease or other arrangement either preclude absolutely the Company from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "Excluded Property").

4.5 Intellectual property interests containing prohibition on charging

4.5.1 Until the relevant consent shall have been obtained, there shall be excluded from the charges created by clause 4.1 (and the further assurance provisions set out in clause 8) any Intellectual Property in which the Company has an interest pursuant to any licence or other agreement, the terms of which either preclude the Company from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent shall not have been previously obtained (each an "Excluded Intellectual Property Right").

(See Composite Guarantee and Debenture document for full particulars of the charge and definitions of defined terms).

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04823611

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 29th AUGUST 2003 AND CREATED BY NEWINCCO 267 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CHRYSALIS GROUP PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th SEPTEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th SEPTEMBER 2003 .

P. Pa



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES