

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

FEE PAID
13.00

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

114

00370145

194598/247

Name of company

* United Nations Music Publishing Limited (the **Grantor** and also a **Chargor** (as defined below)).

Date of creation of the charge

26 May 2006

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

A debenture dated 26 May 2006 between, amongst others, the **Grantor** and the **Security Trustee** (as defined below) (the **Debenture**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or alone or in any other capacity whatsoever) of any Group Company to the **Security Trustee** (whether on its own account or on behalf of any of the **Security Beneficiaries**) or to the other **Security Beneficiaries** (or any of them) under the **Finance Document** (including all monies covenanted to be paid under the **Debenture**) provided that no obligation shall be included to the extent that, if it were so included, the **Debenture** (or any part of it) would contravene section 151 of the Act (the **Secured Obligations**).

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

The Governor and the Company of the Bank of Ireland (the **Security Trustee**), Eastcheap Court, 11 Philpot Lane, London.

Postcode EC3M 8BA

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

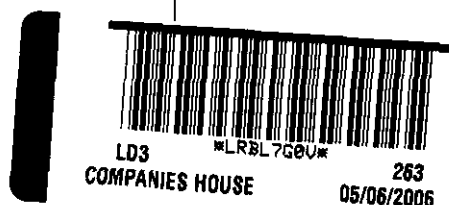
Allen & Overy LLP
One New Change
London
EC4M 9QQ

Ref: TMS/HVD BK:4413550/68306-00019

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see the continuation pages.

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)

NIL

Signed Allen & Overy LLP

Date 2/6/06

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

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

APPENDIX 1

Short particulars of all the property mortgaged or charged

1. GENERAL

All mortgages, charges, assignments and other security made or created under the Debenture are made or created:

- (a) in favour of the Security Trustee;
- (b) over present and future assets of each Chargor;
- (c) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (d) as a continuing security for the payment of all of the Secured Obligations.

2. FIXED SECURITY

2.1 Fixed charges

Each Chargor charges and agrees to charge all its present and future right, title and interest in and to the following assets which are at any time owned by such Chargor or in which such Chargor from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Property (if any) specified under its name in Part 1 (Property) of Schedule 1 (Details of Security Assets) of these continuation pages; and
 - (ii) all Property (if any) now vested in or charged to such Chargor to the extent that it is not the subject to a mortgage under Clause 2.1(a)(i) (Fixed charges);
- (b) by way of first fixed charge:
 - (i) all Property and all interests in Property to the extent they are not the subject of a mortgage under Clause 2.1(a) (Fixed charges); and
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (c) by way of first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession, and the benefit of all contracts, licences and warranties relating to the same, (other than any which is for the time being part of such Chargor's stock-in-trade or work-in-progress);
- (d) by way of:
 - (i) first legal mortgage, all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf including the Shares;
 - (ii) first fixed charge, all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf including the Shares (to the extent they

are not the subject of a mortgage under Clause 2.1(d)(i) and all other Charged Securities referred to in Part 2 (Charged Securities) of Schedule 1 (Details of Security Assets) of these continuation pages;

- (iii) first fixed charge, all Charged Securities to the extent they are not charged by Clause 2.1(d)(i),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Chargor may have at any time against any clearance or settlement system or custodian in respect of any Charged Investments;

- (e) by way of first fixed charge the Restricted Accounts; and all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;

- (f) by way of first fixed charge, to the extent the same can be charged without third party consent, all of its rights in respect of:

- (i) the Intellectual Property specified in Part 3 (Intellectual Property) of Schedule 1 (Details of Security Assets) of these continuation pages; and

- (ii) all Intellectual Property to the extent it is not the subject of a charge under Clause 2.1(f)(i),

in each case whether registered or not and including all applications for the same;

- (g) by way of first fixed charge, to the extent that any of the Assigned Assets are not effectively assigned under Clause 2.2 (Security assignments), those Assigned Assets;

- (h) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and

- (i) by way of first fixed charge:

- (i) any beneficial interest, claim or entitlement it has in any pension fund;

- (ii) the goodwill;

- (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

- (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (iii) above; and

- (v) uncalled capital.

2.2 Security assignments

- (a) Each Chargor assigns and agrees to assign absolutely in so far as they are capable of being assigned by way of security (subject to a proviso for reassignment on redemption in accordance with Clause 36.1 (Obligation to release) of the Debenture) all its present and future right, title and interest in and to:

- (i) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (ii) all other Receivables (not otherwise assigned under Clause 2.2(a)(i)).

To the extent that any Assigned Asset is not assignable, the assignment which this Clause 2.2 (Security assignments) purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Assigned Asset.

3. FLOATING CHARGE

Each Chargor charges and agrees to charge by way of first floating charge all its present and future (1) assets and undertaking (wherever located) which is not effectively mortgaged, charged or assigned by way of first fixed mortgage or charge or assigned pursuant to the provisions of Clause 2.1 (Fixed charges) or Clause 2.2 (Security assignments) or any provision of the Debenture, and (2) (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

4. RESTRICTIONS ON DEALING

Each of the Chargors covenants with the Security Trustee that it will not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security upon any of the Security Assets except for Permitted Security; or
- (b) sell, transfer, licence, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset except for Permitted Disposals.

SCHEDULE 1
DETAILS OF SECURITY ASSETS

PART 1
PROPERTY

[None]

PART 2
CHARGED SECURITIES

Chargor	Company	Class of Shares	Number of Shares
Boosey & Hawkes Limited	Boosey & Hawkes Group Services Limited	Ordinary shares of 5p each	67,724,562
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Overseas Investments Limited	Ordinary shares of £1 each	6,000
Boosey & Hawkes Group Services Limited	Boosey & Hawkes International Holdings Limited	Ordinary shares of £1 each	36,089,002
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Music Publishers Limited	Ordinary shares of £1 each	1,000,000
Boosey & Hawkes Music Publishers Limited	Schauer & May Limited	Ordinary shares of £1 each	100
Boosey & Hawkes Music Publishers Limited	Schauer & May Limited	Deferred shares of £1 each	100
Boosey & Hawkes Music Publishers Limited	British Standard Music Company Limited	Ordinary shares of £1 each	1
Boosey & Hawkes Music Publishers Limited	Anton J Benjamin Limited	"A" ordinary shares of £1 each	2880
Boosey & Hawkes Music Publishers Limited	Anton J Benjamin Limited	"B" ordinary shares of £1 each	1920
Boosey & Hawkes Group Services Limited	Anglo-Soviet Music Press Limited	Ordinary shares of £1 each	1,000
Boosey & Hawkes Group Services Limited	Big Picture Music Limited	Ordinary shares of £1 each	171,000
Boosey & Hawkes Group Services Limited	Boosey & Co Limited	Ordinary shares of £1 each	101

Chargor	Company	Class of Shares	Number of Shares
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Media Music Limited	Ordinary shares of £1 each	2
Boosey & Hawkes Group Services Limited	Cavendish Music Company Ltd	Ordinary shares of £1 each	100
Boosey & Hawkes Group Services Limited	Hawkes & Son (London) Limited	Ordinary shares of £1 each	101
Boosey & Hawkes Group Services Limited	Hendon Music Limited	Ordinary shares of £1 each	100
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Services Limited	Ordinary shares of £1 each	8,002
Boosey & Hawkes Group Services Limited	United Nations Music Publishing Limited	Ordinary shares of £1 each	2,500
Boosey & Hawkes Group Services Limited	Winthrop Rogers Limited	Ordinary shares of £10 each	1,000
Boosey & Hawkes Group Services Limited	Lafleur Music Limited	Ordinary shares of £1 each	9,001
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Pension Trustee Limited	Ordinary shares of £1 each	100
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Retail Limited	Ordinary shares of £1 each	100
Boosey & Hawkes Group Services Limited	Clockwise Music Limited	Ordinary shares of £1 each	2
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Classics Limited	Ordinary shares of £1 each	25,925
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Classics Limited	Preference Shares	24,075
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Corporate Limited	Ordinary shares of £1 each	100
Boosey & Hawkes Group Services Limited	Boosey & Hawkes Multimedia Limited	Ordinary shares of £1 each	376,880

PART 3**INTELLECTUAL PROPERTY**

Mark	Reg Number	Proprietor	Country	Classes	Status
Emperor	296540	Boosey & Hawkes Group Services Ltd	UK	15	Registered
Evette	1075874	Boosey & Hawkes Group Services Ltd	UK	15	Registered
B & H Symphony 1010	B1244449	Boosey & Hawkes Group Services Ltd	UK	15	Registered
Imperial	1192763	Boosey & Hawkes Music Publishers Ltd	UK	15	Registered
Boosey & Hawkes	2054242	Boosey & Hawkes Group Services Ltd	UK	15, 16	Registered
Boosey & Hawkes Learn as you play	2137071	Boosey & Hawkes Music Publishers Ltd	UK	9, 16	Registered

PART 4
INSURANCES

[None]

APPENDIX 2

DEFINITIONS

Accession Letter means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Credit Agreement;

Act means the Companies Act 1985;

Additional Borrower means a Group Company which becomes an Additional Borrower in accordance with Clause 22.1 (Additional Borrowers) of the Credit Agreement;

Additional Chargor means a Group Company which becomes an Additional Chargor in accordance with Clause 22.3 (Further Security) of the Credit Agreement;

Additional Guarantor means a Group Company which becomes an Additional Guarantor in accordance with Clause 22.2 (Additional Guarantor) of the Credit Agreement;

Ancillary Facility Letter means an ancillary facility made available from time to time by each Ancillary Lender in accordance with the terms of the Credit Agreement;

Ancillary Lender means any Lender which becomes an Ancillary Lender by operation of Clause 9 (Ancillary Facility) of the Credit Agreement;

Assigned Assets means the Security Assets expressed to be assigned by way of security pursuant to Clause 4.2 (Security assignments) of the Debenture;

Bank means The Governor and Company of the Bank of Ireland;

Borrower means an Original Borrower or an Additional Borrower;

Cash Collateral Account means any interest bearing deposit account which may be opened from time to time in the name of an Obligor with the Bank, and identified as a Cash Collateral Account for the purposes of the Debenture to the Security Trustee by the Company;

Charged Securities means:

- (a) the Shares; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in Part II of Schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in the future owned (legally or beneficially) by any Chargor or held by any nominee on its behalf or in which any Chargor has an interest at any time;

Charged Investments means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

Chargors means the companies (including the Grantor) listed in Schedule 1 (Initial Chargors) of the Debenture and any company which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession (each a **Chargor**);

Company means Classic Copyright Limited;

Compliance Certificate means a certificate substantially in the form set out in Schedule 7 (Form of Compliance Certificate) of the Credit Agreement;

Credit Agreement means the euro 94,250,000 facilities agreement dated 26 May 2006 between (among others) the Parent, the Company, the other Chargors and the Security Trustee pursuant to which the Lenders have agreed to make certain facilities available to the Borrowers;

Deed of Accession means a deed of accession to the Debenture in the form set out in Schedule 3 (Deed of Accession) of the Debenture;

Global Chargor means an Original Global Chargor and any Additional Chargor;

Group means the Parent and its Subsidiaries for the time being;

Group Company means each member of the Group;

Guarantor means an Original Guarantor or an Additional Guarantor;

Facility Agent means the Bank in its capacity as facility agent;

Fee Letter means any letter or letters dated on or about the date of the Credit Agreement between the Mandated Lead Arrangers and the Company (or the Facility Agent and the Company) setting out any of the fees referred to in Clause 15 (Fees) of the Credit Agreement;

Finance Document means the Credit Agreement, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Security Trust Deed, the Hedging Documents, a Utilisation Request and a Compliance Certificate and any other document designated as such by the Facility Agent and the Company;

Finance Party means the Facility Agent, the Security Trustee, a Mandated Lead Arranger, a Lender, an Ancillary Lender, the Issuing Lender or the Hedging Lender;

Hedging Arrangements means any and all interest rate swap and/or interest rate cap and/or foreign exchange arrangements or other hedging arrangements entered into or committed to be entered into by any member of the Group with the Hedging Lender in accordance with the terms of the Hedging Strategy Letter, all such arrangements being entered into on and subject to the terms of the ISDA Master Agreement subject to appropriate amendments being made to the schedules thereto;

Hedging Documents means the documents constituting the Hedging Arrangements entered into between the Hedging Lender and any member of the Group;

Hedging Lender means any Lender which enters into the Hedging Arrangements in accordance with the terms of the Credit Agreement and which has entered into, or which enters into a deed of accession to, the Security Trust Deed and the Intercreditor Deed in accordance with the terms thereof;

Hedging Strategy Letter means the letter in the agreed terms entered into between the Company and the Mandated Lead Arrangers regarding the Hedging Arrangements;

Insurance Assignment means the assignment by way of security, in the agreed terms, to be executed by the Parent or the Company (which ever has the benefit of the Keyman Policies) in favour of the Security Trustee in respect of the Keyman Policies;

Insurances means all contracts or policies of insurance in respect of any loss or damage to any assets of a Chargor (including, for the avoidance of doubt, all cover notes) which are at any time held by or written in favour of a Chargor or in which a Chargor from time to time has an interest;

Intellectual Property means all legal and/or equitable and/or contractual interest (including, without limitation, the benefit of all assignments and licences in any part of the world) of the Group, in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any member of the Group whether now existing or created or acquired after the date of the Credit Agreement;

Intercreditor Deed means the deed, in the agreed terms, to be entered into by, amongst others, the Obligors, the Original Investors, the Security Trustee and the Security Beneficiaries, regulating the subordination of payments due and, where applicable, the enforcement of security;

Issuing Lender means the Bank in its capacity as the issuing lender;

Investment Agreement means the investment agreement entered into between, amongst others, the Parent, the Company and the Original Investors on 2 October 2003;

ISDA Master Agreement means the ISDA master agreement in such form as agreed between the Parties (acting reasonably);

Keyman Policies means the life assurance and critical illness policies in favour of the Parent or the Company effected with a reputable insurance company in respect of the following:

Life Assured	Sum Assured	Duration of Cover
Edward Knighton	£500,000	three years
John Minch	£500,000	three years
Janis Susskind	£500,000	three years

or any substituted policy or policies or any new policy or policies which are the subject of the Security constituted by the Insurance Assignment;

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement;

Mandated Lead Arrangers means the Bank and GE Leveraged Loans Limited, in their capacity as mandated lead arrangers;

Obligor means a Borrower, Guarantor or Global Chargor;

Original Borrowers means the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Credit Agreement as original borrowers together with the Company;

Original Global Chargors means the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Credit Agreement as original chargors together with the Parent and the Company;

Original Guarantors means the Subsidiaries of the Company listed in Part 1 of Schedule 1 of the Credit Agreement as original guarantors together with the Parent and the Company;

Original Investors means those persons identified in Schedules 1 and 2 of the Investment Agreement;

Original Lenders means the Bank and GE Leveraged Loans Limited;

Original Obligors means an Original Borrower or an Original Global Chargor or an Original Guarantor;

Original Security Documents means together the Debenture, the Overseas Security Documents and the Insurance Assignment;

Overseas Security means the security listed in Part 1 and Part 2 of Schedule 10 (Overseas Security) of the Credit Agreement;

Overseas Security Document means the security documents, in the agreed terms, creating the Overseas Security dated on or about the date of the Credit Agreement entered into by, amongst others, the Global Chargors in favour of the Security Trustee;

Parent means Classic Copyright (Holdings) Limited;

Party means a party to the Credit Agreement;

Permitted Disposals means a disposal of Security Assets permitted under Clause 26.4 (Disposals) of the Credit Agreement;

Permitted Security means Security permitted under Clause 26.3 (Negative Pledge) of the Credit Agreement;

Property means all estates or interests in any freehold, leasehold and other immovable property (wherever situated) now or in the future belonging to any Chargor or in which any Chargor has an interest at any time (including the real property (if any) in England and Wales specified in Part 1 (Property) of Schedule 1 (Details of Security Assets) of these continuation pages) and including:

- (a) all buildings and fixtures (including trade fixtures) and fittings and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof including, the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants;

Receivables means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

Related Rights means, in relation to any Charged Securities:

- (a) all dividends, interest, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below;
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

Realisations Account means any interest bearing deposit account which may, from time to time, be opened in the name of the Security Trustee (Re. the Obligor which has opened the account) with the Bank and identified as that Obligor's Realisation Account, for the purposes of the Debenture, to the Security Trustee;

Restricted Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained;

Restricted Accounts means the Realisations Account and the Cash Collateral Account and includes:

- (a) if there is a change of Restricted Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Asset means all property and assets of each Chargor the subject of any security created by the Debenture;

Security Beneficiaries means together each of the Finance Parties which is an original party to the Security Trust Deed, or which has entered into a deed of accession to the Security Trust Deed (each a **Security Beneficiary**);

Security Documents means together the Original Security Documents and such other documents which are from time to time entered into by any member of the Group in favour of the Security Trustee (or any other Security Beneficiary) as security for any and all moneys and liabilities due, owing or incurred by any member of the Group under the Finance Documents;

Security Trust Deed means the security trust deed in the agreed terms dated on or about the date of the Credit Agreement and entered into between the Security Trustee, the Security Beneficiaries and the Original Obligors;

Shares means the shares specified in Part 2 (Charged Securities) of Schedule 1 (Details of Assets) of these continuation pages;

Subsidiary means:

- (a) a subsidiary within the meaning of section 736 of the Act;
- (b) a subsidiary undertaking within the meaning of section 258 of the Act; and
- (c) any other entity which is accounted for as a subsidiary of the Group under the laws of any jurisdiction other than England and Wales;

Utilisation Request means a notice substantially in the form set out in Part 1 of Schedule 3 (Requests) of the Credit Agreement; and

VAT means value added tax as provide for in the Value Added Tax Act 1994 and any other tax of a similar nature.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00370145

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th MAY 2006 AND CREATED BY UNITED NATIONS MUSIC PUBLISHING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF ANY GROUP COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (THE SECURITY TRUSTEE) OR TO THE OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER 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 5th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JUNE 2006.

PDm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES