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CHFP025

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

*insert full name
of Company

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[2][1][1][1]

02789915

Name of company

* GJA Communications Limited (the "Chargor")

Date of creation of the charge

30 October 2007

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

A debenture dated 30 October 2007 between the Chargor and Red Dragon
Investments plc (the "Chargee")

Amount secured by the mortgage or charge

All moneys and liabilities of whatever nature now or afterwards due, owing
or incurred by the Chargor to the Chargee including, without limitation,
the Loan Note (in this form 395 the "Security Obligations")

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

Red Dragon Investments plc of Devonshire House, 60 Goswell Road, London

Postcode EC1M 7AD

Presentor's name address and
reference (if any)

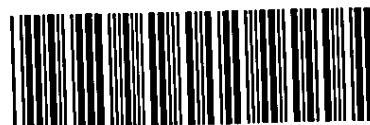
Beachcroft LLP
100 Fetter Lane
LONDON
EC4A 1BN

Time critical reference

For official Use (02/00)
Mortgage Section

| Post room

THURSDAY



A50 *A3KKDUH5* 145
08/11/2007
COMPANIES HOUSE

604728/13

395

Short particulars of all the property mortgaged or charged

Clause 3.1 of the Debenture provides that the Chargor, with full title guarantee and as continuing security for the payment of the Security Obligations, charges in favour of the Chargee

3.1.1 by way of fixed charge

3.1.1.1 all right, title estate and other interests of the Chargor in any freehold or leasehold property (which for the purpose of this Debenture shall include the equivalent property in any other jurisdiction) wheresoever situated and whether now owned or subsequently acquired by the Chargor during the Security Period including, without limitation, the property described (if any) in the Schedule,

3.1.1.2 all the Fixtures, together with vehicles, computers and other equipment of the Chargor both present and future and all spare parts, replacements, modifications and additions and the full benefit of all warranties and contracts relating to the same but excluding stock-in-trade or work in progress of the Chargor,

3.1.1.3 all moneys standing to the credit of each of the accounts of the Chargor with any bank or other depository and the debt represented thereby,

3.1.1.4 all stocks shares and other securities in any subsidiary of the Chargor now or at any time during the Security Period belonging to the Company,

3.1.1.5 its present and future uncalled capital and goodwill,

3.1.1.6 all licences, patents, copyrights and service marks, names and styles whether or not registered or registrable and rights in confidential information know-how systems and techniques or intellectual property of any description now or at any time belonging to the Chargor,

3.1.1.7 all present and future contracts or policies of insurance (including life policies) in which the Chargor now or hereafter has an interest and all moneys from time to time payable thereunder including any refund of premiums

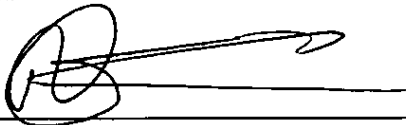
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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

7/11/2007

On behalf of [company] ~~(mortgagee/chargee)~~ [†] GJA COMMUNICATIONS LTD.

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

Notes

† delete as appropriate

- 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 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 situated 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.

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Particulars of a mortgage or charge (continued)

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

Please complete
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Company Number

02789915

Name of Company

GJA Communications Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

Definitions in this form 395

| | |
|-------------------|--|
| "Assets" | means all present and future assets, rights and property of the Chargor the subject of the security hereby created, |
| "Encumbrance" | includes every mortgage, pledge, lien, charge, assignment, security interest, title retention, preferential right, trust arrangement and agreement the effect of which is the creation of security, |
| "Fixtures" | means in relation to any freehold or leasehold property comprised in the Assets all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon the title in which is vested in the Chargor, |
| "Loan Note" | means the Secured Loan Notes 2007 whereby the Creditor made available to the Company a loan of £100,000, |
| "Security Period" | means the period beginning on the date of this Debenture and ending, subject to Clause 20, on the date on which the security hereby created has been finally released and discharged |

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

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

*Please complete
legibly, preferably
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bold block lettering*

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in black type, or
bold block lettering

3.1 2 by way of floating charge.

3.1 2 1 the book debts and other debts due or owing to the Company both present and future (hereinafter collectively "Debts") including, without limitation all sale proceeds in respect of all the Debts and the full benefit of all rights and remedies relating thereto and the benefit of all securities and guarantees now or at any time enjoyed or held by the Chargor in relation thereto,

3.1 2 2 all the undertaking and all the Assets, rights and other interests of the Chargor both present and future (i) not otherwise effectively mortgaged or charged under Clause 3 1, and/or (ii) situate in, or governed by the law of Scotland, whether or not otherwise effectively mortgaged or charged under Clause 3 1

The charges created by this Clause 3 1 shall be a floating charge unless and until they are converted into fixed charges pursuant to Clause 5 or by operation of law

3 2 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Debenture

~~Restrictions on dealing~~

Clause 3 4 of the Debenture provides that the Chargor shall not without the prior written consent of the Chargee

3 4 1 purport to create or permit to subsist over all or any of the Assets any Encumbrance other than (i) the security constituted by this Debenture, and (ii) any prior security which has been expressly disclosed to and whose continuing existence has been agreed to in writing by the Chargee ("the Existing Security"), or

3 4 2 other than any agreement in respect of the Existing Security, create or permit to subsist over all or any of the Assets any Encumbrance ranking in priority to or pari passu with the security constituted by this Debenture, or

3 4 3 part with, sell, transfer or otherwise dispose of all or any part of the Assets or any interest therein except in the ordinary course of the Chargor's business

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02789915

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th OCTOBER 2007 AND CREATED BY G J A COMMUNICATIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RED DRAGON INVESTMENTS PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th NOVEMBER 2007.

P. Cee



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —