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*insert full name
of Company

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

115

Company number

03584646

Name of company

* CLOUD 9 (THE TRIBE) LIMITED

Date of creation of the charge

30th November, 2000

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

DEED OF DEPOSIT AND CHARGE ON CASH DEPOSIT (the "Deed") dated 30th
November, 2000 between the Company and Abbey National Treasury Services
plc (the "Bank")

Amount secured by the mortgage or charge

1. The Company agrees to pay to the Bank:

(A) all amounts due and owing from time to time under the
Counter-Indemnity Agreement between the Company and the Bank dated 30th
November, 2000 (the "Counter-Indemnity") and the Deed; and

(B) all costs and charges and expenses (including legal fees) which the
Bank may incur in enforcing or maintaining its rights hereunder or in
obtaining payment from the Company or attempting to do so,

(all of which are together called "Secured Sums"). Amounts to be paid
under paragraph (B) will be paid on demand. The Bank's recourse in
respect of amounts due under the Deed is limited to the extent described
in Clause 4.7 of the Counter-Indemnity

cont./.....

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

ABBEY NATIONAL TREASURY SERVICES PLC
ABBEY HOUSE,
BAKER STREET,
LONDON

Postcode NW1 6XL

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

Slaughter and May
35 Basinghall Street
London

EC2V 5DB

AGB/RAYM

Time critical reference

For official Use
Mortgage Section



Short particulars of all the property mortgaged or charged

1. The Company, as continuing Security (as defined below) for the payment and discharge of all Secured Sums (as defined above), charges the Deposit (as defined below) by way of first fixed charge in favour of the Bank.

2. "Security" includes any mortgage, fixed or floating charge, encumbrance, lien, pledge, hypothecation, assignment by way of security, or title retention arrangement (other than in respect of goods purchased in the ordinary course of trading), and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement).

cont./....

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Particulars as to commission allowance or discount (note 3)

None.

Signed *Slaughter and May*

Date *6/12/00*

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 CF14 3UZ

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**Particulars of a mortgage or charge
(continued)**

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

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Company Number

03584646

Name of Company

CLOUD 9 (THE TRIBE)

Limited*

* delete if
inappropriate

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

Cont.....

2. Clause 4.7 of the Counter-Indemnity states that:

"Save in respect of [certain fees payable under the Counter-Indemnity], notwithstanding anything to the contrary in [the Counter-Indemnity] or [the Deed] the Bank shall have no recourse to the Company save for and to the extent of recourse to the Deposit [as defined below] under the terms of [the Deed] for any amount (the "Amount Due") due or payable to the Bank under [the Counter-Indemnity] or [the Deed] unless and to the extent that the Bank, in its absolute discretion, determines that the [Company] should have made a payment to the Bank under Clause 2.11 of [the Deed]. For the avoidance of doubt, any provision in [the Counter-Indemnity] or [the Deed] requiring payment, reimbursement or other financial obligation to or indemnity of the Bank by the Company shall be subject to this clause 4.7."

3. Clause 2.11 of the Deed states that:

"This sub-clause applies if the Bank is required to withhold or deduct an amount from a payment in respect of interest on the Deposit [as defined below]. In this event, if the [Company], acting reasonably, determines that it has received or been granted a related credit against, relief against, remission in or repayment of any tax, then the [Company] shall promptly pay to the Bank such amount as the [Company] (acting reasonably) shall determine to be the amount which will leave it (after such payment) in no better and no worse after-tax position than it would have been in had the additional payment in question not been required to be made by the Bank."

4. In these particulars, "Deposit" means all sums from time to time standing to the credit of the Deposit Account (as defined below), and all entitlements to interest and other rights from time to time accruing to or arising in connection with such sums, and the debt represented thereby.

5. In these particulars, "Deposit Account" means the interest-bearing sterling deposit account (number 95719 designated The Tribe II Account) of the Company with the Bank, and includes any renewal or re-designation thereof.

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

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Cont.....

3. The Company shall not create, attempt to create or permit to subsist any Security (other than the Charge (as defined below)) on, over or with respect to the Deposit or any part thereof.

4. "Charge" means all or any of the Security created, or which may at any time be created, by or pursuant to the Deed.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03584646

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEPOSIT AND CHARGE ON CASH DEPOSIT DATED THE 30th NOVEMBER 2000 AND CREATED BY CLOUD 9 (THE TRIBE) LIMITED FOR SECURING ALL AMOUNTS DUE OR TO BECOME DUE FROM THE COMPANY TO ABBEY NATIONAL TREASURY SERVICES PLC UNDER THE COUNTER-INDEMNITY AGREEMENT DATED 30th NOVEMBER 2000 AND THE DEED AND ALL OTHER CHARGES, COSTS AND EXPENSES TO BE PAID UNDER CLAUSE 4.7 OF THE COUNTER -INDEMNITY (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th DECEMBER 2000.

12/30



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E