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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

CHWP000

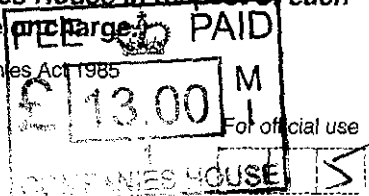
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Please complete
legibly, preferably
in black type, or
bold block lettering

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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)



Company number

03998831

120473/13

Name of company

* insert full name
of Company

* Shazam Entertainment Limited

Date of creation of the charge

15 February 2005

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies and debts from time to time due, owing or incurred by Shazam Entertainment Limited (the "Borrower") to (i) Wang Family 2002 Trust of January 25, 2002; (ii) Andrew Cheng; (iii) Townshend/Lamarre Family Trust UDT dated July 25, 2001; (iv) Simon Murdoch; (v) IDG Ventures Europe L.P.; (vi) DN Capital - European Digital Infrastructure Fund I, L.P.; (together the "Lenders") and to Akara Limited under or in connection with the Facility Documents (as defined below) and all other related liabilities (including, without limitation, liability to pay liquidated or unliquidated damages), in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, form or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

(please see attached continuation sheet)

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

Please refer to continuation sheet

Postcode

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

1/2
Clo IDG Ventures Europe
LEAMINGTON SP
LONDON W16 0LB

For official Use
Mortgage Section



LD4
COMPANIES HOUSE

0392
01/03/05

Time critical reference

Short particulars of all the property mortgaged or charged

(1) By way of first fixed charge the Property and all Rights, save for the Proceeds relating to such Property, all the Intellectual Property owned by the Borrower and all the goodwill and uncalled capital for the time being of the Borrower.

(2) By way of first floating charge, all the undertaking and assets of the Borrower whatsoever, (including but without limitation the Contracts, the Book Debts, the Plant and Machinery and the Share and Derivative Assets) wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of the Borrower referred to above which are, for any reason, not validly charged or assigned pursuant to clauses 4(a) to 4(c) of the Debenture.

"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which are now, or at any time after the date of the Debenture become, the property of the Borrower, all proceeds of sale derived from such property and all the benefit of all covenants to which the Borrower is entitled in respect of such property;

(please see attached continuation sheet)

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)

Signed

R. McCaig

Date

25-2-05

On behalf of [company][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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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binding margin

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

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

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

Company number

03998831

Name of company

Shazam Entertainment

Limited *

* delete if
inappropriate

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

including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting notes or bills, under bonds, guarantees, indemnities, documentary or other credits or any instruments from time to time entered into by the Lenders for or at the request of the Borrower together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

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

"Facility Documents" means the Loan Facility Agreement dated 15 February 2005 between the Lenders and the Borrower (the "Loan Facility Agreement"), each of the Security Documents (as defined below), the warrant instrument executed by the Borrower dated 15 February 2005, the warrant certificates issued by the Borrower to each of the Lenders dated 15 February 2005 and the option deed dated 15 February 2005 between the Lenders and the Borrower and any other document executed pursuant to any such document.

"Security Documents" means any document (including, without limitation, the Debenture) entered into by any person from time to time creating any guarantee or Security Interest, directly or indirectly, for the obligations of the Borrower under the Facility Documents, including without limitation, the Loan Facility Agreement and the Debenture.

"Security Interest" means any mortgage, charge, assignment, pledge, lien, contractual right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating, legal or equitable) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title (other than in a supply contract entered into in the ordinary course of business), deferred purchase where the obligation to pay is deferred for more than 90 days (other than in the ordinary course of business), leasing, sale and leaseback any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security.

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*

- (1) Wang Family 2002 Trust of January 25, 2002 of 174 Emmons Canyon Lane, Alamo, California 94507, USA;
- (2) Andrew Cheng of 5317 Corinthian Bay, Plano, TX 75093, USA;
- (3) Townshend/Lamarre Family Trust UDT dated July 25, 2001 of 156 University Avenue, Menlo Park, California 94025, USA;
- (4) Simon Murdoch of 53 Furze Hill Road, Headley Down, Hampshire, GU35 8HA;
- (5) IDG Ventures Europe L.P. having its principal place of business at 2 Cavendish Square, London W1G 0PD; and
- (6) DN Capital - European Digital Infrastructure Fund I, L.P. of PO Box 76, Wests Centre, St Helier, Jersey, Channel Islands, JE4 8PQ.

"Fixtures" means all assets of whatsoever nature, apart from land and buildings forming part of any freehold or leasehold property owned by the Borrower and deemed by law to be immovable property;

"Rights" means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence, or occupational right (including, without limitation, all its rights, title and interest in any occupational lease, agreement for any occupational lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Borrower has an interest);

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

"Proceeds" means the amounts from time to time standing to the credit of an account, as secured by a rent deposit deed dated 29 August 2003 between the Borrower and The First Secretary of State;

"Intellectual Property" means the intellectual property described in schedule 1 (Intellectual Property) of the Debenture and all subsisting intellectual property rights presently or in the future owned by the Borrower in any part of the world including, without limitation, subsisting patents and subsisting rights of a similar nature to patents, applications for patents and such rights, divisions prolongations, renewals, extensions, supplementary protection certificates and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered and unregistered designs, utility models (In each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, processes, software, formulae, technology (whether patentable or not) data, drawings, specifications, business or trade secrets, technical information, confidential information, Know-how, business names, trade names, brand names, domain names, database rights, copyright and rights in the nature of database rights and copyright, design rights, semiconductor topography rights, get up and any uniform resource identifiers and any similar rights existing in any country and all legal equitable and other rights in any of them owned by the Borrower, and the benefit (subject to the burden) of any and all agreements and licences (whether such agreements, arrangements and licences permit the creation of security without prior consent) in connection with any of the foregoing and all present and future rights and causes of action whenever and wherever accrued to the Borrower in respect of the infringement of the foregoing intellectual property rights including rights and causes of action arising out of the agreements, arrangements and licences in connection with the foregoing.

"Contracts" means all the Borrower's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Borrower is a party;

"Charged Property" means the whole or any part of the property, assets, income and undertakings of the Borrower from time to time mortgaged, charged or assigned to the Lenders pursuant to the Security Documents;

"Book Debts" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

(Please attached continuation sheet)

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No ²
to Form No 395 and 410 (Scot)

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

Company number

03998831

Name of company

Shazam Entertainment

Limited *

* delete if
inappropriate

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

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

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in black type, or
bold block lettering

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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*

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, inventory, furniture, tools, motor vehicles and all other such assets (other than Fixtures) whatsoever, wherever situate, which are now, or at any time after the date of the Debenture become, the property of the Borrower;

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

"Shares" means all stocks, shares and other securities held by the Borrower or any nominee of the Borrower; and

"Derivative Assets" means all stocks, shares, warrants or other securities, rights, dividends, interest or other property (whether of a capital or income nature) accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets previously described.

The Borrower shall not at any time:

- (a) create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest (as defined in the Debenture);
- (b) convey, assign, transfer or agree to convey, assign or transfer the whole or any part of the Charged Property other than property charged by first floating Charge pursuant to the Debenture ("Floating Charge Property") in the ordinary course of business;
- (c) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property other than the Floating Charge Property in the ordinary course of business;
- (d) knowingly, do, cause or permit to be done anything which may in the opinion of the Lenders who hold at least 60 per cent of the Value of the Loan from time to time (the "Qualifying Majority"), in any way depreciate, jeopardise or otherwise prejudice the value to the Lenders (whether monetary or otherwise) of the whole or any part of the Charged Property other than Floating Charge Property in the ordinary course of business;
- (e) make any distribution by way of dividend or otherwise howsoever without the prior written consent of the Qualified Majority;
- (f) release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts except in the ordinary course of business; or
- (g) take any steps for the appointment of an administrator without first giving the Lender ten Business Days' notice of its intention to do so.

The Lenders (acting by Qualified Majority) may by notice to the Borrower convert the floating charge contained in the Debenture into a fixed charge as regards such Charged Property as the Qualified Majority may specify (whether generally or specifically) in that notice (i) if they reasonably consider that it would be desirable to do so in order to protect, preserve or supplement the charges over the Charged Property or the priority of those charges; or (ii) on, or at any time following, the occurrence of an event of default pursuant to the Loan Facility Agreement (an "Event of Default") (where the Event of Default is continuing at the relevant time), or both.

(Please see attached continuation sheet)

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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

Company number

03998831

Name of company

Shazam Entertainment

Limited *

* delete if
inappropriate

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

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

Please do not
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bold block lettering*

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binding margin

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

*Please complete
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bold block lettering*

If, without the prior written consent of all the Lenders, the Borrower creates any Security Interest other than a Permitted Security Interest over any of the Charged Property not expressed to be subject to a fixed charge under the Debenture, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of such Charged Property, or if any steps are taken for the appointment of, or notice is given of intention to appoint, an administrator in relation to the Borrower, the floating charge created by the Debenture over the Charged Property the subject of such Security Interest or process will automatically, without notice, be converted into a fixed charge as soon as such event occurs.

*Please complete
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bold block lettering*

PROVIDED THAT the floating charge contained in the Debenture may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium by an eligible company (as defined by Schedule A1 of the Insolvency Act), under the Insolvency Act 1986.

Service by the Lenders of a notice in relation to any part of the Charged Property shall not be construed as a waiver or abandonment of the Lenders' rights to serve similar notice in respect of any other Charged Property or any other rights to the Lenders.

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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. 03998831

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th FEBRUARY 2005 AND CREATED BY SHAZAM ENTERTAINMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMAPNY TO WANG FAMILY 2002 TRUST OF JANUARY 2002, ANDREW CHENG, TOWNSHEND/LAMARRE FAMILY TRUST DATED JULY 25 2001, SIMON MURDOCH, IDG VENTURES EUROPE LP, DN CAPITAL - EUROPEAN DIGITAL INFRASTRUCTURE I LP AND AKARA LIMITED 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 1st MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th MARCH 2005.

GRH
P



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES