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COMPANIES FORM No. 395

121634/13

395

CHFP010.

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(address overleaf - note 6)

For official use

Company Number

Name of company

116

03998831

* Insert full name of company

* Shazam Entertainment Limited

Date of creation of the charge

22nd July 2005

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

Debenture (the "Second Debenture")

Amount secured by the mortgage or charge

All monies and debts from time to time due, owing or incurred by the Borrower to the Lenders and to Akara (each as defined in the Second Debenture) under or in connection with the Second 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;

PLEASE REFER TO CONTINUATION SHEET

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

(1) IDG Ventures Europe L.P. of 2 Cavendish Square, London W1G 0PD

PLEASE REFER TO CONTINUATION SHEET

Postcode

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

W. Inc Carter-Richards
Hale and Dorr Co.
Alder Court, 10 Noble Street
London, EC2N 7QS.

For official use
Mortgage Section

Post room

Time critical reference

N/A.

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COMPANIES HOUSE0270
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12-8-05
376

Short particulars of all the property mortgaged or charged

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

By way of continuing security in favour of the Lenders for the payment and discharge of the Secured Liabilities (as defined above), the Borrower with full title guarantee hereby charges to each of the Lenders or assigns to each of the Lenders (as the case may be) the property set out below in the manner set out below:

(a) Property

By way of fixed charge the Property and all Rights (as defined in the Second Debenture), save for the Proceeds (as defined in the Second Debenture), relating to such Property.

(b) Intellectual Property

By way of fixed charge, all the Intellectual Property (as defined in the Second Debenture) owned by the Borrower.

(c) Goodwill

By way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower.

PLEASE REFER TO CONTINUATION SHEET

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 3)

† delete as appropriate

Signed

[Signature]

Date

9 August 2005

On behalf of ~~(company/mortgagee/chargee)~~

Company Secretary

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

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

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

CHFP010

Please do not write in
this binding marginContinuation 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

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)

- (d) whether as principal or as surety;
- (e) in whatsoever name, form or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise,

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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 (the "Secured Liabilities").

"Second Facility Documents" means the Loan Facility Agreement dated 22 July 2005 (the "Second Loan Facility"), each of the Security Documents (as defined below), the Second Warrant Instrument executed by the Borrower dated 22 July 2005, the Warrant Certificates issued by the Borrower to each of the Lenders dated 22 July 2005 and the Second Option Deed dated 22 July 2005 between the Lenders and the Borrower and any other document executed pursuant to any such document.

"Security Document" means any document (including without limitation, the Second 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 Second Facility Documents, including, without limitation, this Agreement and the Second 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.

From:

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

- (2) DN Capital - European Digital Infrastructure Fund I, L.P. of PO Box 76, West Centre, St Helier, Jersey, Channel Islands;
- (3) Akara Limited of 2 Cavendish Square, London W1G 0PD;
- (4) Wang Family 2002 Trust of January 25, 2002 of 174 Emmons Canyon Lane, Alamo, California, 94507, USA;
- (5) Andrew Chang of 5317 Corinthian Bay, Plano, TX 75093, USA;
- (6) Townshend/Lamarre Family Trust UDT Dated July 2005, 2001 of 156 University Avenue, Menlo Park, California, 94025, USA; and
- (7) Simon Murdoch of 53 Furze Hill Road, Headley Down, Hampshire, GU35 8HA.

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From:

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

(d) Floating charge

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By way of 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 Shares and Derivative Assets (each as defined in the Second Debenture)) 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 clause 4.1 (a) - (c) of the Second Debenture.

The charges created by clause 4.1 (a) - (c) of the Second Debenture shall rank immediately after the charges created by the First Debenture.

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;
- (b) convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property other than 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 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 Lenders 10 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 Second 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 (where the Event of Default is continuing at the relevant time), or both.

PLEASE REFER TO 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 _____
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

Limited *

* delete if
inappropriate

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

From:

23/08/2005 08:53 #172 P.009/016

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

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bold block lettering

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

Please complete
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bold block lettering

From:

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

Please do not
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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 Second 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 Second 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 Second 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.

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 of the Lenders.

"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);

"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;

"Intellectual Property" means the intellectual property described in schedule 1 (Intellectual Property) 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 (where 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.

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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 _____
to Form No 395 and 410 (Scot)

*Please complete
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bold black lettering*

Company number

03998831

Name of company

SHAZAM ENTERTAINMENT LIMITED

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

*Please complete
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Short particulars of all the property mortgaged or charged (Continued)

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"Permitted Security Interest" means:

- (a) the Security Interests constituted by the Security Documents;
- (b) liens arising by operation of law in the ordinary course of business;
- (c) any Security Interest granted to a financing party over any equipment, the purchase of which has been funded by such financing party and the purchase of which and the granting of the Security Interest has been approved with the prior written consent of the Qualified Majority;
- (d) Security Interests created with the prior written consent of the Qualified Majority such consent to be in the absolute discretion of the Qualified Majority;
- (e) any licence granted over any Intellectual Property pursuant to a joint venture agreement or corporate collaboration, provided any such licence is in the ordinary course of business and on an arm's length basis;
- (f) the security created by a rent deposit deed relating to 4th Floor (Block F) Charles House, 375 Kensington High Street, London W14 dated 29 August 2003 and made between the Borrower and The First Secretary of State; and
- (g) the security created pursuant to the debenture dated 15 February 2005 between the Borrower, the Lenders and Akara Limited.

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bold block lettering

"Qualified Majority" means the Lenders who hold at least 60 per cent of the value of the Loan from time to time;

FILE COPY



**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 22nd JULY 2005 AND CREATED BY SHAZAM
ENTERTAINMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO THE LENDERS AND AKARA 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 10th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th AUGUST 2005.

P. a



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —