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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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)

For official use

Company number

1		
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5437045

Name of company

* DOCKSIDE MEDIA LTD

Date of creation of the charge

15th JUNE 2005

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

ALL ASSETS DEBENTURE (THE "DEBENTURE")

Amount secured by the mortgage or charge

All monies and liabilities at the date of the Debenture or at any time thereafter becoming due, owing or incurred by the Company to Venture Finance Plc trading as Venture Factors ("VF") in any manner actually or contingently, solely or jointly, as principal or surety and whether or not VF shall have been an original party to the relevant transaction together with interest (as well after as before judgment or demand) and all legal, administrative and other charges, costs, expenses and payments incurred by VF in relation to the preparation, negotiation, entry into or performance of the Debenture or in enforcing the security created by it on a full indemnity basis.

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

VENTURE FINANCE PLC TRADING AS VENTURE FACTORS, SUSSEX HOUSE,

PERRYMOUNT ROAD, HAYWARDS HEATH, WEST SUSSEX

Postcode RH16 1DN

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

Venture Finance Plc, Sussex
House, Perrymount Rd, Haywards
Heath, W.Sussex, RH16 1DN

Time critical reference

For official Use (02/00)
Mortgage Section



A11
COMPANIES HOUSE

0256
17/06/05

CHWP000

Please do not
write in
this margin

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

* insert full name
of Company

A/C 00400156-13

Short particulars of all the property mortgaged or charged

1. •By way of legal mortgage all freehold and leasehold property vested in the Company at the date of the Debenture including that specified in Schedule 2 to the Debenture together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) now or hereafter thereon ("the Legally Mortgaged Property")

2. •By way of fixed charge: -

•
(a)•all future freehold and leasehold property of the Company together with all buildings, structures, fixtures and fittings (including trade and tenant's fixtures) at the date of the Debenture or thereafter thereon ("the Equitably Charged Property");

(b)•all fixed plant and machinery at the date of the Debenture or thereafter in, on or attached to the Legally Mortgaged Property and/or the Equitably Charged Property and all spare parts, replacements, modifications for or to the same and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;

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

Particulars as to commission allowance or discount (note 3)

Signed

C. K. Nicholson

Date

16th June 2005

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

(c)•all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same specified in Schedule 3 to the Debenture and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party;

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

(d)•all plant, machinery and equipment and all spare parts, replacements and modifications for or to the same other than those specified in (b) and (c) above at the date of the Debenture or thereafter owned by the Company and the benefit of all obligations and warranties given by any manufacturer or supplier of the same to or in favour of the Company and the benefit of all maintenance agreements relating thereto entered into between the Company and any third party (but excluding any which is plant, machinery or equipment forming part of the Company's stock in trade or work in progress);

(e)•all Debts (as defined in the Debt Purchase Agreement which is defined in the Debenture) intended to but which do not for any reason vest absolutely and effectively in VF together with the Related Rights (as defined in the Debt Purchase Agreement) to such Debts (the "Non-Vesting Debts");

(f)•all present and future book and other debts of the Company, all monies from time to time standing to the credit of any account of the Company and all other monies whether arising under contracts or in any other manner, due, owing or incurred to the Company (and including any owing by VF to the Company) other than Debts absolutely and effectively vested in or held on trust for VF under the Debt Purchase Agreement and Non-Vesting Debts (the "Other Debts");

(g)•all the goodwill and uncalled capital of the Company;

(h)•all stocks, shares, bonds and securities of any kind present and future legally or beneficially owned by the Company and all dividends and other rights relating thereto;

(i)•all present and future patents, patent applications, trademarks and service marks (whether registered or not), design rights (whether registered or not), copyrights and all other intellectual property rights whatsoever and all rights relating thereto (including, without limitation, by way of licence) legally or beneficially owned by the Company;

(j)•all benefits relating to all present and future contracts and policies of insurance from time to time taken out by or on behalf of the Company or (to the extent it has) in which the Company has an interest and all claims and returns of premium relating thereto;

3. By way of floating charge the undertaking and all property and assets of the Company present and future including any charged by way of specific charge as referred to in 1 and 2 above if and to the extent that such charges fail as specific charges ("the Floating Charge Property");

each of which shall hereafter be collectively referred to as the "Charged Property".

The Debenture contains a restriction that the Company will not without VF's prior written consent create or purport or attempt to create or permit to subsist any mortgage or fixed or floating charge, pledge, lien, assignment or other encumbrance or security (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property nor sell, transfer, lease, licence, part with possession, dispose of or grant any interest in or relating to all or any part of the Charged Property save that the Floating Charge Property may be disposed of by way of sale at full value in the ordinary course of business as carried on at the date of the Debenture and the plant, machinery and equipment charged as referred to in 2 (b), (c) and (d) above may be replaced, modified, repaired or maintained for the sole purpose of immediate replacement, modification, repair and/or maintenance.

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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. 05437045

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 15th JUNE 2005 AND CREATED BY DOCKSIDE MEDIA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO VENTURE FINANCE PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JUNE 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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