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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

112

2802444

Name of company

*Rangeport Limited (the "Chargor")

* Insert full name of company

Date of creation of the charge

31 January 2005

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

Guarantee and Debenture (the "Debenture")

Amount secured by the mortgage or charge

All monies, obligations and liabilities (whether present or future, actual or contingent) on the part of Mean Fiddler Music Group Plc (Co. No. 3974838) ("Mean Fiddler") and the Chargor to the Chargee to be paid, performed or discharged (whether directly or indirectly, whether solely or jointly and whether as principal or surety) under or pursuant to the terms of the Ticketing Agreement, the Chargor's Legal Charge and the Debenture together with in each case interest, and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Chargee and including those arising from the Chargee perfecting, protecting, enforcing or attempting to enforce any of its

(continued)

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

The Way Ahead Group Limited (Company Number: 3554468) (the "Chargee")

Manor House, 21 Soho Square, London

Postcode W1D 3QP

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

Harbottle & Lewis LLP
Hanover House
14 Hanover Square
London
W1S 1HP

For official use

Mortgage Section

Post room



LDS
COMPANIES HOUSE

LT9EK215

D161
04/02/05

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not write in this margin

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

By way of first ranking legal mortgage:

All of the freehold and leasehold property now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

By way of first fixed charge:

(a) all future freehold and leasehold property belonging to the Chargor, together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

(b) all present and future interests of the Chargor in or over land or the proceeds of sale of it, and all present and future licences of the Chargor to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled, and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under this Debenture;

(continued)

Particulars as to commission, allowance or discount (note 3)

N/A

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Signed

Harbottle & Lewis LLP

Date

4/2/05

† delete as appropriate

On behalf of ~~company~~ [mortgagee/chargee]†

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

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

CHFP010

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

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

Company Number

2802444

Name of company

* delete if
inappropriate

Rangepost Limited (the "Chargor")

~~Limited~~

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

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

rights under the Ticketing Agreement, the Chargor's Legal Charge, the Debenture or in relation to any other security held by the Chargee from time to time.

Definitions:

"Chargor's Legal Charge" means the legal charge and guarantee dated the same date as the Debenture over the Chargor's leasehold property comprised in a lease dated 1 January 1994 of 157/159 Charing Cross Road, London WC2

"Ticketing Agreement" means the ticketing agreement between the Chargee and Mean Fiddler dated 16 November 2004 as amended subsequently in a manner recorded in a letter from the Chargee to Mean Fiddler dated the same date as the Debenture

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

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**Please complete
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black type, or bold
block lettering**

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

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(c) all the Chargor's goodwill and uncalled capital for the time being;

(d) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Chargor, and the benefit of all rights and claims to which the Chargor is now or may be entitled under any contracts;

(e) all patents, patent applications, trading names, trademarks, trade mark applications, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Chargor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Chargor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

(f) all present and future book and other debts and monetary claims of the Chargor, whether payable now or in the future, and the benefit of all present and future rights and claims of the Chargor against third parties relating to them and capable of being satisfied by the payment of money (save as charged under (d) above; and

(g) all present and future plant and machinery not otherwise charged under clause 3 of the Debenture, and all other present and future chattels of the Chargor (excluding any of the same for the time being forming part of the Chargor's stock in trade or work in progress); and

By way of first floating charge the whole or any part of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor save for any present and future stocks, shares and other securities owned (at law or in equity) by the Chargor not otherwise effectively charged by Clause 3 of the Debenture.

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge.

Note: The Chargor will not without the prior written consent of the Chargee create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business or by operation of law) or encumbrance of any asset charged under the Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02802444

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 31st JANUARY 2005 AND CREATED BY RANGEPOST LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND MEAN FIDDLER MUSIC GROUP PLC TO THE WAY AHEAD GROUP LIMITED 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 4th FEBRUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th FEBRUARY 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —