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COMPANIES FORM No. 395 LL/£100/093662
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

Company number

112

4068979

Name of company

* HPI LIMITED (the "Company")

Date of creation of the charge

22.12.2000

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

FIRST FIXED CHARGE (the "Charge")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities from time to time due, owing or incurred by such Chargor (as defined below) to the Security Trustee (as defined below), the Beneficiaries (as defined below) or any of them under or in connection with a composite guarantee and mortgage debenture made between the Company and others and the Security Trustee (the "Debenture") and the other Finance Documents (as defined below) or on any other account whatsoever, in each case:

- (a) whether incurred actually or contingently and whether alone or jointly with any other person;
- (b) whether incurred as primary obligor, as surety or as guarantor;
- (c) whether incurred directly to a Beneficiary (as defined below) or the Security Trustee or whether any Beneficiary or the Security Trustee is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and

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

The Royal Bank of Scotland Plc (the "Security Trustee")
36 St Andrew Square
Edinburgh

Postcode EH2 27B

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

Hammond Suddards Edge
2 Park Lane
Leeds
LS3 1ES

For official Use
Mortgage Section

Post room

Time critical reference



HLE
COMPANIES HOUSE

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0223
03/01/01

Short particulars of all the property mortgaged or charged

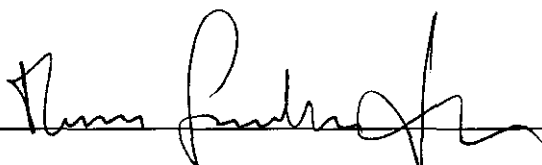
In consideration of the provision of the credit facilities on the terms and subject to the conditions of the Facility Agreement (as defined below), the Company as legal and beneficial owner charges with full title guarantee to the Security Trustee free from all liens, charges, security interests but subject to any licences granted by any Group Company (as defined below) prior to the date of the Charge and any licences to be granted by any Group Company in the future as envisaged under Clause 4.3 of a composite guarantee and mortgage debenture made between the Company and others and the Security Trustee (the "Debenture"), by way of first fixed charge, all its right, title and interest in and to the Company Intellectual Property (as defined below).

Subject to the provisions of Clause 4.3 of the Charge, the Company may not assign, transfer, license, charge, mortgage or otherwise encumber or dispose of any of the Company Intellectual Property or any interest therein without the prior written consent of the Security Trustee, such consent not to be unreasonably withheld or delayed where the relevant activity is required to be conducted in the ordinary course of any Group Company's business.

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this margin

Please complete
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in black type, or
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lettering

Particulars as to commission allowance or discount (note 3)

Signed 

Date 03 / 07 / 07

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 CF4 3UZ

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binding margin

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

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

CHFP025

Please complete
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in black type, or
bold block lettering

Company Number

4068979

Name of Company

HPI LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

(d) in whatever currency such moneys, obligations and liabilities may be denominated, all costs (including reasonable legal costs), charges and expenses and any VAT thereon properly incurred by the Security Trustee or any Receiver (as defined below), in each case on a full indemnity basis, in connection with the perfection of the security constituted by the Debenture and the enforcement, exercise or preservation of any of the rights contained in the Finance Documents (together the "Secured Obligations").

Definitions

"Beneficiaries" shall have the same meaning as in the Debenture i.e. it means the Royal Bank of Scotland Plc and "Beneficiary" shall be construed accordingly;

"Chargor" shall have the same meaning as in the Debenture i.e. it means the Company and the Subsidiaries (as defined below) and each other company which becomes party by executing a Deed of Accession (as defined below), each a "Chargor";

"Deed of Accession" means a deed substantially in the form of the Seventh Schedule of the Debenture executed, or to be executed, by any company required by the Security Trustee to accede to the Debenture;

"Finance Documents" shall have the same meaning as in the Debenture i.e. it means each of the Senior Financing Documents and any other documents under which, or in connection with which, any Secured Obligations arise;

"Receiver" means a receiver, receiver and manager or administrative receiver appointed pursuant to the provisions of the Debenture;

"Senior Facilities Agreement" has the meaning given to it in the Inter Creditor Deed;

"Senior Financing Documents" has the meaning given to it in the Inter Creditor Deed;

"Subsidiary" has the meaning given to it in the Senior Facilities Agreement.

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

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bold block lettering

"Company Intellectual Property" means all present and future Intellectual Property (as defined below) owned (or to be owned in the future) by the Company and without prejudice to the generality of the foregoing those Intellectual Property Rights referred to in the Schedule to the Charge;

"Facility Agreement" has the same meaning as given in the Debenture;

"Group Company" has the same meaning as given in the Debenture;

"Intellectual Property" means all patents (including divisional and continuation in part applications), utility models, registered trade and service marks, any rights in unregistered trade and business names, rights in goodwill, registered designs, copyright, database rights, design rights, semiconductor topography rights, know-how, confidential information and any other similar or like rights in any country whether or not registered and whether or not capable of registration and any applications for any of the foregoing and the right to make any such applications and the right to claim priority from or for any such rights.

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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. 04068979

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST FIXED CHARGE DATED THE 22nd DECEMBER 2000 AND CREATED BY HPI LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY SUCH CHARGOR (AS DEFINED THEREIN) TO THE ROYAL BANK OF SCOTLAND plc (THE SECURITY TRUSTEE), THE BENEFICIARIES (AS DEFINED) OR ANY OF THEM UNDER OR IN CONNECTION WITH A COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE AND THE OTHER FINANCE DOCUMENTS (AS DEFINED) OR ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd JANUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2001.

DT
QK



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —