

MG02

Statement of satisfaction in full or in part of mortgage or charge

✓ **What this form is for**

You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

✗ **What this form is NOT for**

You cannot use this form
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland.
If you do this, please use form MG01.

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11/12/2009

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COMPANIES HOUSE

1 Company details

Company number 5 2 0 1 3 3 3

Company name in full Hat Trick North Limited (the "Company")

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created 6 6 0 7 2 0 0 5

Description ① Deed of Accession and Charge (the "Accession Deed")

Date of registration ② 4 9 0 7 2 0 0 5

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.

② The date of registration may be
confirmed from the certificate.

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders.

Name Barclays Bank Plc as security trustee for the Permitted Beneficiaries

Address (the "Security Trustee")

1 Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

Name

Address

Postcode

Continuation page

Please use a continuation page if
you need to enter more details.

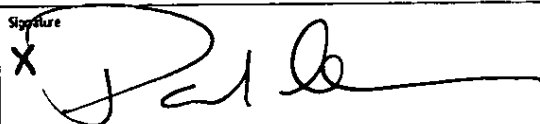
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4	Short particulars of all the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details.
	Please give the short particulars of the property mortgaged or charged.	

Short particulars	<p>The Company charged to the Security Trustee with full title guarantee with the payment or discharge of all Secured Sums:</p> <p>1. by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M. Land Registry;</p> <p>2. by way of fixed charge:</p> <p>2.1 all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry;</p> <p>2.2 all other Land which is now, or in the future becomes, the Company's property;</p> <p>2.3 all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Company;</p> <p>2.4 all plant and machinery now or in the future attached to any Land and all rights and interests the Company has under all present and future agreements relating to this plant and machinery;</p> <p>2.5 all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;</p> <p>2.6 all the Company's Securities;</p> <p>2.7 all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company and all its rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);</p> <p>(continued)</p>
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5	Satisfaction of the debt	
	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied 1</p> <p><input checked="" type="checkbox"/> In full.</p> <p><input type="checkbox"/> In part.</p>	<p>1 Please tick one box only.</p>

6	Signature	
	Please sign the form here.	
Signature	<p style="font-size: small;">Signature</p> <p style="text-align: center;">X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge.	

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4	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>2.8 all the Company's goodwill and uncalled share capital for the time being;</p> <p>2.9 all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others;</p> <p>2.10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;</p> <p>2.11 all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;</p> <p>2.12 all book and other debts now or in the future owing to the Company;</p> <p>2.13 all present and future rights and claims the Company has against third parties, capable of being satisfied by the payment of money;</p> <p>2.14 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security;</p> <p>3. by way of floating charge:</p> <p>3.1 all the Company's Assets which are not effectively charged by the fixed charges detailed above; and</p> <p>3.2 without exception all the Company's Assets insofar as they are situated for the time being in Scotland;</p> <p>NB</p> <p>By Acceding to the Principal Deed, subject to the rights of any prior mortgages and unless otherwise agreed by the Security Trustee, the Company must:</p> <p>1. deposit with the Security Trustee for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under the Principal Deed, including insurance and assurance policies; and</p> <p>2. execute and deliver to the Security Trustee any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at the option of the Security Trustee) over registered Securities or a pledge over bearer Securities, including any Securities within any paperless transfer settlement system or held in a clearing system, and give any instructions and take any actions the Security Trustee may require to achieve this.</p> <p>Negative Pledge</p> <p>By acceding to the Principal Deed, the Company gave the following covenants and undertakings:</p> <p>(continued)</p>

4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="341 367 1034 398">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="341 432 1465 528">1. not to create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any of the Assets;</p> <p data-bbox="341 566 1442 663">2. not to sell, assign, lease, license or sub-license, or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.</p> <p data-bbox="341 701 1473 831">By acceding to the Principal Deed, the Company agreed that any debentures, mortgages or charges (fixed or floating) which the Company creates in the future (except those in favour of the Security Trustee) shall be expressed to be subject to the Principal Deed and shall rank in order of priority behind the charges created by the Principal Deed.</p> <p data-bbox="341 869 549 900">Further Assurance</p> <p data-bbox="341 938 1458 1099">By acceding to the Principal Deed, the Company must on demand of the Security Trustee in writing execute and deliver to the Security Trustee at the Company's cost any document that the Security Trustee may require further to secure the payment of the Secured Sums, or to perfect the Principal Deed or the Accession Deed, or to vest title to any of the Assets in the Security Trustee or its nominee or any purchaser.</p> <p data-bbox="341 1137 1461 1366">By acceding to the Principal Deed, the Company must collect and realise all its Receivables and immediately on receipt pay any money which the Company receives in respect of them into the Company's bank account with the Security Trustee, or into any other account as the Security Trustee directs. Pending that payment the Company will hold all money so received upon trust for the Security Trustee. The Company may not, without prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.</p> <p data-bbox="341 1404 560 1435">Continuing Security</p> <p data-bbox="341 1473 1430 1635">The Principal Deed and the Accession Deed will remain a continuing security in favour of the Security Trustee, regardless of any settlement of or dealings on any account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which the Security Trustee may have now or in the future in respect of any of the Assets for the payment of any Secured Sums.</p> <p data-bbox="341 1673 544 1704">Power of Attorney</p> <p data-bbox="341 1742 1445 1904">Following the occurrence of an event of default (howsoever described) which is continuing, the Company, by way of security irrevocably appoints the Security Trustee (whether or not a Receiver has been appointed) and any Receiver separately as the Company's attorney (with full power to appoint substitutes and to delegate) with power in the Company's name or on its behalf and as its act and deed or otherwise:</p> <p data-bbox="341 1942 469 1973">(continued)</p>

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>- to execute and deliver and otherwise perfect an agreement, assurance, deed, instrument or document; and</p> <p>- to perform any act;</p> <p>which may be required of the Company or may be deemed by the attorney necessary or desirable for any purpose of the Principal Deed or the Accession Deed, or to enhance or perfect the security intended to be constituted by the Accession Deed or to convey or transfer legal ownership of any Assets.</p> <p>Definitions</p> <p>"Assets" means all the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them;</p> <p>"Facilities Agreement" means a facilities agreement between Hat Trick Holdings Limited and Barclays Bank PLC dated 17 July 2003;</p> <p>"Intellectual Property" means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;</p> <p>"Intellectual Property Rights" means all and any of the Company's Intellectual Property and of the other rights, causes of action, interests and assets comprised in the Accession Deed;</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 17 July 2003 and made between amongst others Barclays Bank PLC, Kleinwort Capital Partners IV LP and James Mulville, Denise O'Donoghue and Hilary Strong;</p> <p>"Investor Loan Notes" has the meaning given to it in the Facilities Agreement;</p> <p>"Land" includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);</p> <p>"Management Loan Notes" has the meaning given to it in the Facilities Agreement;</p> <p>"Permitted Beneficiaries" means any or all of Barclays Bank PLC, the holders of the Investor Loan Notes, the holders of the Management Loan Notes or any person to whom the benefit of the Management Loan Notes or the Investor Loan Notes has been assigned pursuant to the Intercreditor Agreement;</p> <p>(continued)</p>	

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Principal Deed" means the guarantee and debenture entered into between (1) Hat Trick Holdings Limited and others and (2) the Security Trustee dated 17 July 2003;</p> <p>"Receivables" means, in relation to the Company, all sums of money receivable by the Company now or in the future consisting of or payable under or derived from any Assets referred to in the Principal Deed;</p> <p>"Secured Sums" means all moneys, debts and liabilities from time to time due, owing or incurred by the Company to any or all of the Permitted Beneficiaries on any current or other account whatsoever or otherwise in any manner whatsoever, in each case:</p> <ul style="list-style-type: none"> (a) whether present or future; (b) whether alone or jointly with any other person; (c) whether actual or contingent; (d) whether as principal or surety; (e) in whatsoever name, firm or style; and (f) in whatsoever currency denominated; <p>"Securities" means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Company) and all other investments (whether or not marketable) now or in the future owned by the Company (whether at law or in equity), including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise.</p>

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Our ref: 313
Company name	Harbottle & Lewis LLP
Address	Hanover House
	14 Hanover Square
Post town	London
County/Region	
Postcode	W 1 S 1 H P
Country	United Kingdom
DX	44617 Mayfair
Telephone	



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have completed the charge details in Section 2.
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☐ You have completed the short particulars of the property mortgaged or charged.
- ☐ You have confirmed whether the charge is to be satisfied in full or in part.
- ☐ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk