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CHFP041

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in black type or
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lettering* Insert full name
of company

COMPANIES FORM No. 395

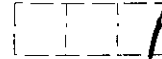
Particulars of a mortgage or charge

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



05201333

402 606 113

Name of company

* Hat Trick North Limited (the "Company")

Date of creation of the charge

6 July 2005

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

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

Amount secured by the mortgage or charge

Please refer to the Schedule, Part I

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

Barclays Bank Plc
1 Churchill Place, London as security trustee for the Permitted Beneficiaries (the "Security Trustee")

Postcode E14 5HP

Presentor's name, address and
reference (if any):Osborne Clarke
2 Temple Back East
Temple Quay
Bristol BS1 6EG
DX 7818 Bristol
SMB/0891341

Time critical reference

For official use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please refer to the Schedule, Part II

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Abon Odeh

Date 15 July 2005

On behalf of [company] [mortgagee/chargee]

Notes

† Delete as
appropriate

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 CF4 3UZ.

Schedule to Form M395

Part I – Amount Secured by the Mortgage or Charge

Under the Accession Deed the Company acceded to the Principal Deed as security for its liabilities and those of others to any or all of the Permitted Beneficiaries

Under the Accession Deed the Company covenanted to pay or discharge on demand in writing of all Secured Sums now or in the future due, owing or incurred (before or after that demand) by the Company to any or all of the Permitted Beneficiaries in any manner.

All reasonable costs, charges and liabilities (including all professional fees and disbursements and Value Added Tax and/ or any similar tax) and all other sums paid or uncured by the Security Trustee and/or and Receiver (as defined in the Principal Deed) under or in connection with the Principal Deed and the affairs of the Company. The Security Trustee may recover them from the Company (on a full indemnity basis) as a debt payable on demand and debit them without notice to any of the accounts of the Company. The Security Trustee may notify the Company in advance of the relevant interest rate in which case they will attract interest and be charged on the Assets. The costs which may be recovered from the Company by the Security Trustee and/or a Receiver include without limitation:

- (a) all costs incurred by the Security Trustee in preparing and administering the Accession Deed and the Principal Deed or perfecting the security created by them;
- (b) all costs (whether or not allowable on a taxation by the Court) of all proceedings to enforce the Accession Deed and/or the Principal Deed or to recover or attempt to recover the Secured Sums;
- (c) all money spent and all costs arising out of the exercise of any power, right or discretion conferred by the Accession Deed and/or the Principal Deed;
- (d) all costs and losses arising from any default by the Company in the payment when due of any of the Secured Sums or the performance of its obligations under the Accession Deed and/or the Principal Deed; and
- (e) all charges of the Security Trustee based on time spent by its employees and agents in connection with the affairs of the Company.

Part II – Short Particulars of the Property Mortgaged or Charged

By clause 3.1 of the Accession Deed the Company charged to the Security Trustee with full title guarantee with the payment or discharge of all Secured Sums:

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;

2. by way of fixed charge:
 - 2.1 all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry;
 - 2.2 all other Land which is now, or in the future becomes, the Company's property;
 - 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;
 - 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;
 - 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;
 - 2.6 all the Company's Securities;
 - 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);
 - 2.8 all the Company's goodwill and uncalled share capital for the time being;
 - 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;
 - 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;
 - 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;
 - 2.12 all book and other debts now or in the future owing to the Company;
 - 2.13 all present and future rights and claims the Company has against third parties, capable of being satisfied by the payment of money;
 - 2.14 the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security;
3. by way of floating charge:
 - 3.1 all the Company's Assets which are not effectively charged by the fixed charges detailed above; and
 - 3.2 without exception all the Company's Assets insofar as they are situated for the time being in Scotland;

NB

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:

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 clause 3.1 of the Principal Deed, including insurance and assurance policies; and
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.

Negative Pledge

By acceding to the Principal Deed, the Company gave the following covenants and undertakings:

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;
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.

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.

Further Assurance

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.

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.

Continuing Security

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.

Power of Attorney

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:

- to execute and deliver and otherwise perfect an agreement, assurance, deed, instrument or document; and
- to perform any act;

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.

Definitions

"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;

"Facilities Agreement" means a facilities agreement between Hat Trick Holdings Limited and Barclays Bank PLC dated 17 July 2003;

"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;

"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 clause 3.1.2(i) of the Accession Deed;

"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;

"Investor Loan Notes" has the meaning given to it in the Facilities Agreement;

"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);

"Management Loan Notes" has the meaning given to it in the Facilities Agreement;

"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 clause 15 of the Intercreditor Agreement;

"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;

"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 clause 3.1.2 of the Principal Deed;

"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:

- (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;

"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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05201333

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION AND CHARGE DATED THE 6th JULY 2005 AND CREATED BY HAT TRICK NORTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE PERMITTED BENEFICIARIES (THE SECURITY TRUSTEE) AND/OR AND RECEIVER 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 19th JULY 2005.

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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —