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CHFP041

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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

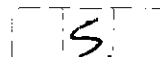


395

075212/30

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



3525948

Name of company

* MEGABETA LIMITED (the "Company")

Date of creation of the charge

24 SEPTEMBER 2003

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

Charge of Beneficial Interest (Third Party) between (1) the Company and
others and (2) AIB Group (UK) p.l.c. (the "Bank")

Amount secured by the mortgage or charge

(a) all sums of money which have been or are now or may hereafter at any
time or from time to time be advanced to registered in England (Company
No. 3525948) (the "Debtor") by the Bank;

(b) all other indebtedness and/or liabilities whatsoever of the Debtor to
the Bank present, future, actual and/or contingent and whether on any
banking or other account or otherwise in any manner whatsoever including
such indebtedness and/or liabilities due under the terms of the Charge
(whether alone or jointly or severally with any person and in whatever
style, name or form and whether as principal or surety);

See Continuation Sheet 1

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

AIB Group (UK) p.l.c.
4 Queens Square, Belfast

Postcode BT1 3DJ

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

Howard Kennedy
19 Cavendish Square
London W1A 2AW
DX 42748 Oxford Circus
North

Time critical reference
FK1/01194/29

For official use
Mortgage section

Post room



A07
COMPANIES HOUSE

0420
04/10/03

Short particulars of all the property mortgaged or charged

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1. by way of first fixed charge all its rights, title and interest, present and future, in and to the property or properties described or referred to in the Schedule to the Charge (the "Property") and the goodwill and connection of any business or businesses now or at any time during the continuance of the Charge carried on by or for the account of the Company upon all or any part of the Property (the "Goodwill");

2. by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Company now and from time to time placed on or used in or about the Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of:

(i) a demand being made for payment under in respect of any of the Secured Obligations (without any necessity for such demand to refer specifically to such crystallisation); or

(ii) the date of service of any notice given by the Bank to the Company as described in paragraph 3 below.

See Continuation Sheet 1

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed **HOWARD KENNEDY**

Date 30.9.2003

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

*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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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

3525948

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bold block lettering

Name of company

MEGABETA LIMITED

Limited*

*Delete if
inappropriate

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

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

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(c) all costs and expenses incurred by the Bank and/or any receiver appointed by the Bank pursuant to the Charge (a "Receiver") (including any Receiver's remuneration) in relation to the Charge and/or any such advances, indebtedness and/or liabilities on a full indemnity basis;

(d) the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank in connection with the Debtor and all commission, discount and banking charges attributable to the Debtor; and

(e) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the most recent rate of interest from time to time agreed between the Bank and the Company (the "Agreed Rate of Interest") or in default of any Agreed Rate of Interest at a rate calculated on a daily basis five per cent (5%) per annum above the Bank's Base Rate from time to time (the "Specified Rate of Interest") and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.

The monies due, owing or incurred or other liabilities of the Debtor referred to above and all other liabilities, the payment and discharge of which are the subject of covenants, undertakings and agreements contained in the Charge are referred to in the Charge and this Form 395 as the "Secured Obligations".

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

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

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3. The Bank may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof.

4. In the Charge the Company covenants with the Bank that except for the mortgage debenture dated on or about the date of the Charge executed by the Debtor in favour of the Bank (to secure the moneys and liabilities now or in the future owing or incurred by the Debtor to the Bank as they are more particularly described in the Debenture) and the legal mortgage dated on or about the date of the Charge executed by the Debtor in favour of the Bank (to secure the moneys and liabilities now or in the future owing or incurred by the Debtor to the Bank as they are more particularly described in the Legal Mortgage), it will not create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting all or any part of the right title and interest of the Company in the Property, the Goodwill and the assets charged by way of floating charge under the Charge or any part or parts thereof without the prior written consent of the Bank.

5. The Charge provides that the powers of leasing or accepting surrenders of leases conferred on mortgagors by Sections 99 and 100 of the Law of Property Act 1925 shall not be exercisable by the Company nor shall the Company part with possession of or confer any licence to occupy all or any part of the Property without the prior consent in writing of the Bank.

6. The Property described in the Schedule to the Charge is:-

All that freehold property known as The Old Stable, 35B Holland Park Mews, London W11 3SP as the same is registered at H M Land Registry under title number **BGL5785**.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03525948

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OF BENEFICIAL INTEREST (THIRD PARTY) DATED THE 24th SEPTEMBER 2003 AND CREATED BY MEGABETA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE DEBTOR TO AIB GROUP (UK) p.l.c. 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 OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th OCTOBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —