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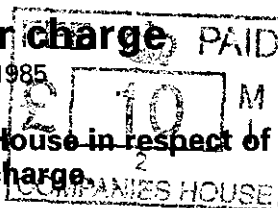
* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

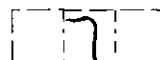
A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.



395

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

For official use Company number



04789044

Name of company

* Hat Trick Holdings Limited (the "Company")

Date of creation of the charge

17 February 2004

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

Assignment of Life Policy (the "Assignment")

Amount secured by the mortgage or charge

Please see attached Schedule, Part I.

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

Barclays Bank PLC as security trustee pursuant to a security trust agreement dated 17 July

2003 and made between the Permitted
Beneficiaries (the "Security Trustee")

Postcode

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

Osborne Clarke, (Ref: 0876308)
2 Temple Back East, Temple
Quay BS1 6EG
DX 7818 Bristol

For official use
Mortgage section

Post room



A06
COMPANIES HOUSE

A6PUISUT

0476
24/02/04

Time critical reference

Short particulars of all the property mortgaged or charged

Please see attached Schedule, Part II.

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A fee of £10 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

Elaine Clarke

Date

20/2/04

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.

Hat Trick Holdings Limited
Company number: 04789044

Definitions

"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.

"Life Assured" means Denise O'Donoghue.

"Permitted Beneficiary" 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.

"Policy" means the life assurance policy over the life of Denise O'Donoghue with Skandia Life Assurance Company Limited (Policy number CI1019538258).

"VAT" means Value added Tax or any similar tax.

Terms not defined herein have the same meaning as defined in the Assignment.

Part I- Amount secured by the mortgage or charge

1. By the Assignment, the Company covenanted to pay the "Amounts Secured" being:

- (a) All money and liabilities which the Company may owe the Security Trustee now or in the future in any way.

This includes:

- liabilities which depend on events which may or may not happen;
- liabilities that the Company already has or may have in the future to the Security Trustee with any other person; and
- liabilities that the Company already has or may have in the future to the Security Trustee as a surety.

- (b) All the fees or other charges that the Company owe to the Security Trustee now or in the future.
- (c) The costs listed in condition 4 of the Assignment.
- (d) All the interest charged by the Security Trustee on the above amounts in accordance with condition 3 of the Assignment.

2. By clause 3 of the Assignment, the Security Trustee will charge interest on the amounts secured either at the rates and by the methods that the Security Trustee tells the Company or that the Security Trustee publishes from time to time or in any other

way agreed between the Company and the Security Trustee. If any interest is not paid, the Security Trustee will charge compound interest meaning the Security Trustee will charge interest on the unpaid interest. The Security Trustee will add all interest that is not paid to the Amounts Secured from the date it becomes due. The Security Trustee will be entitled to charge this interest whether or not the Security Trustee has made a demand in writing, there has been a court judgement or the Company is insolvent.

3. By clause 4 of the Assignment, costs will be worked out on a full indemnity basis including the total amounts of the following:

- all the Security Trustee's costs connected with preparing and completing the Assignment;
- all the Security Trustee's costs connected with the Security Trustee's use of any rights and powers that the Assignment or the law gives to the Security Trustee;
- all of the Security Trustee's costs connected with maintaining the Policy;
- all of the Security Trustee's costs connected with taking out or maintaining any new policy referred to in condition 5.6 of the Assignment;
- all of the Security Trustee's costs connected with deciding whether to enforce this security, and all the Security Trustee's costs of enforcing it, whether or not the Security Trustee takes legal action;
- all the Security Trustee's costs connected with recovering or trying to recover the Amounts Secured;
- all the costs that the Security Trustee incurs if the Company does not keep to its commitments or under the Assignment; and
- VAT on the above costs.

Part II - Short particulars of the property mortgaged or charged

The Company, with full title guarantee, assigned to the Security Trustee:

- (a) the Policy and all amounts (including bonuses) that are to be paid under it; and
- (b) any amount to be paid to the Company on cancellation of the Policy under Section 76 of the Insurance Companies Act 1982.

The Company's assignment to the Security Trustee is absolute, but the Company does have the right to have the Policy assigned back to the Company when the Company pays or discharges the final balance of the Amounts Secured to the Security Trustee.

The Company also entered into the following undertakings and covenants in the Assignment:

(i) By clause 5.6 of the Assignment, if the Policy is not valid, or becomes no longer valid, the Company must immediately tell the Security Trustee and take out a new policy and give it to the Security Trustee. The new policy must be with an insurance company or society approved by the Security Trustee; on the life of either the Life Assured or anyone else approved by the Security Trustee; for the same amount as the Policy, including any bonuses; with a cash-in value of not less than the Policy. If the Company does not take out a new policy, the Security Trustee may do so. The Company must pay for any new policy that the Company or the Security Trustee takes out. Every new policy and all amounts due under it will automatically be security for the Amounts Secured. The terms of the Assignment and any terms implied by law apply to any new policy in the same way as they apply to the Policy. The Company must assign the new Policy to the Security Trustee, in the form that the Security Trustee requires, to secure the Amounts Secured.

(ii) The Company will not charge or mortgage the Policy, nor assign it to anyone else, and will not allow anyone else to have an interest in the Policy.

(iii) The Assignment will continue as security for the Secured Sums even if the Security Trustee is paid all or part of the Secured Sums or anything else happens that would otherwise stop the Assignment from continuing as security for the Secured Sums.

(iv) The Company has appointed the Security Trustee as its attorney to do any of the following:

(a) execute any deed, sign any document or do anything that the Company has made a commitment to do under the Assignment;

(c) do anything else which is proper under the powers that the Assignment gives the Security Trustee.

(iv) The Company must pay any proceeds of the Policy to the Security Trustee, and until such payment is made, must hold them in trust for the Security Trustee as security for the Secured Sums.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04789044

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF LIFE POLICY DATED THE 17th FEBRUARY 2004 AND CREATED BY HAT TRICK HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS SECURITY TRUSTEE PURSUANT TO A SECURITY TRUST AGREEMENT DATED 17 JULY 2003 MADE BETWEEN THE PERMITTED BENEFICIARIES (SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th FEBRUARY 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th FEBRUARY 2004.

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES