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COMPANIES FORM No. 395

00400107/13

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

126

00270937

Name of company

* Bon Marche Limited (the "Company") of Atlantic House, Tyndall Street, Cardiff CF10 4PS

Date of creation of the charge

23 January 2006

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

A debenture dated 23 January 2006 (the "Debenture") between , amongst others, the Company as a chargor and Goldman Sachs Credit Partners L.P. as security trustee (the "Security Trustee") for the Secured Parties (as defined in Schedule 1 attached hereto).

Amount secured by the mortgage or charge

All obligations which the Chargors may at any time have to the Security Trustee (whether for its own account or as Security Trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "Secured Obligations").

See attached Schedule 1 for definitions used.

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

Goldman Sachs Credit Partners L.P. as Security Trustee for and on behalf of the Secured Parties c/o Goldman Sachs International, Petershill, 1 Carter Lane, London

Postcode EC4V 5ER

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

(via CH London Counter)

Time critical reference

MQXL/70-20228210/TQH

For official Use (02/00)

Mortgage Section

Post room



FIXED CHARGES,

Pursuant to Clause 3.1 of the Debenture the Company has charged with full title guarantee in favour of the Security Trustee as Security Trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to the Non-Consent Mortgaged Property shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

- (1) the Non-Consent Mortgaged Property (other than any assigned pursuant to clause 2 of any mortgage);
- (2) the Additional Property;
- (3) the Tangible Moveable Property;
- (4) the Accounts;
- (5) the Intellectual Property;
- (6) the Charged Intellectual Property;
- (7) any goodwill and rights in relation to the uncalled capital of the Company;

Continued/...

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Arme

Date 31 January 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as appropriate

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Company Number

00270937

Name of Company

Bon Marche Limited (the "**Company**") of Atlantic House, Tyndall
Street, Cardiff CF10 4PS

~~XXXXXX~~

* delete if
inappropriate

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

N/A

N/A

*Please complete
legibly, preferably
in black type, or
bold block lettering*

Please do not
write in this
binding margin

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

*Please complete
legibly, preferably
in black type, or
bold block lettering*

N/A

- (8) the Investments;
- (9) the Shares, all dividends, interest and other moneys payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (10) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.

*Please complete
legibly, preferably
in black type, or
bold block lettering*

ASSIGNMENTS

Pursuant to Clause 3.2 of the Debenture the Company has assigned absolutely with full title guarantee to the Security Trustee as Security Trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (1) the proceeds of any Insurance Policy and all Related Rights;
- (2) all rights and claims in relation to any Assigned Account; and
- (3) the Specific Contracts.

FLOATING CHARGE

Pursuant to Clause 3.3 of the Debenture:

- (1) The Company has charged with full title guarantee in favour of the Security Trustee as Security Trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company.
- (2) The floating charge is deferred in point of priority to all fixed security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as Security Trustee for the Secured Parties as security for the Secured Obligations.
- (3) To the extent that a fixed charge cannot be taken over any Consent Asset while consent is being sought pursuant to Clause 6.3 of the Debenture (*Consents*) the relevant Consent Asset shall be subject to a floating charge.
- (4) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to this floating charge.

FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

NEGATIVE PLEDGE

The Debenture contains a negative pledge.

See attached Schedule 1 for definitions used.

Schedule to Form 395 relating to Debenture dated 23 January 2006

SCHEDULE 1
DEFINITIONS

In this form 395:

"**Accounts**" means any account opened or maintained by the Company with the Security Trustee or any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"**Additional Property**" means:

- (a) any leasehold property in England and Wales in respect of which a nominal or peppercorn rent is payable located and not requiring a Third Party Consent; and
- (b) any freehold property in England and Wales,

acquired after the date of the Debenture.

"**Ancillary Facility**" means any ancillary facility defined as such in the Senior Facilities Agreement.

"**Ancillary Lender**" means each Senior Lender which makes an Ancillary Facility available in accordance with the terms of the Senior Facilities Agreement.

"**Assigned Account**" means the Mandatory Prepayment Accounts and the Holding Accounts and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee.

"**Charged Intellectual Property**" means any and all Intellectual Property owned by the Company now or in the future, without limitation, the following property:

Territory	Description	Class No.	Registration / Application No.	Date of Registration / Application
UK	WO mark - BON MARCHE	14, 18, 25, 26	2162593	20/10/00

"**Charged Property**" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"**Chargors**" means the chargors listed in Schedule 1 (*the Chargors*) of the Debenture.

"Consent Asset" means any assets of the Company for which consent is necessary in order for the Company to comply with its obligations under Clause 6 of the Debenture (*Further Assurance*) and which the Company undertakes to obtain in accordance with Clause 6.3 of the Debenture (*Consents*).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Facility Agent" means the Senior Facilities Agent or the Senior Mezzanine Facility Agent or the Junior Mezzanine Facility Agent.

"Facility Agents" means each Facility Agent.

"Facility Agreements" means the Senior Facilities Agreement, the Senior Mezzanine Facility Agreement and the Junior Mezzanine Facility Agreement.

"Finance Documents" means the Senior Finance Documents, the Senior Mezzanine Finance Documents and the Junior Mezzanine Finance Documents.

"Group" means Henson No.3 Limited and each of its Subsidiaries for the time being.

"Hedge Counterparty" means each financial institution which becomes a party to the Intercreditor Agreement as a hedge counterparty in accordance with the terms thereof.

"Holding Account" means an account:

- (a) held in England (or any jurisdiction agreed by the Security Trustee, acting reasonably) by a member of the Group with the Security Trustee (or an affiliate thereof);
- (b) identified in a letter between Henson No.4 Limited and the Facility Agent as a Holding Account (as the same may be redesignated, substituted or replaced from time to time); and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Facility Agent and Security Trustee.

"Insurance Policy" means any policy of insurance (including any Key-man Policy) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Intercreditor Agreement" means the intercreditor agreement dated 30 October 2005 made between Henson No.3 Limited, Henson No.4 Limited, the Security Trustee, the Facility Agents, and various financial institutions listed therein.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b)

in each case whether held directly by or to the order of the Company or by any Security Trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Trustee, nominee, fiduciary or clearance system).

"Junior Mezzanine Facility Agent" means Goldman Sachs Credit Partners L.P. in its capacity as agent for the Lenders under (and as defined in) the Junior Mezzanine Facility Agreement;

"Junior Mezzanine Facility Agreement" means the £55,000,000 junior mezzanine facility agreement dated 30 October 2005 and amended and restated on 10 November 2005 and made between Henson No.3 Limited as borrower, Henson No.4 Limited as original guarantor, Goldman Sachs Credit Partners L.P. as the junior mezzanine agent, Goldman Sachs International as the junior mezzanine arranger, Goldman Sachs Credit Partners L.P. as security trustee and the Junior Mezzanine Lenders.

"Junior Mezzanine Finance Documents" means the Finance Documents as defined in the Junior Mezzanine Facility Agreement.

"Junior Mezzanine Lenders" means each Lender (as defined in and party to the Junior Mezzanine Facility Agreement).

"Key-man Policy" means a key-man life insurance policy (in form and substance reasonably satisfactory to the Facility Agent and with such insurer as the Facility Agent may reasonably approve) taken out and maintained by Henson No.4 Limited in respect of the death, disability or critical illness of the following individuals and in not less than the following respective amounts:

Name of Individual	Amount (£)
Richard Kirk	As at the date of the Senior Facilities Agreement
Keith Bryant	As at the date of the Senior Facilities Agreement
Neil Burns	As at the date of the Senior Facilities Agreement

"Lenders" means the Senior Lenders, the Senior Mezzanine Lenders and the Junior Mezzanine Lenders.

"Mandatory Prepayment Account" means an interest-bearing account:

- (a) held in England by the Company with the Facility Agent or Security Trustee;
- (b) identified in a letter between Henson No.4 Limited and the Facility Agent as a Mandatory Prepayment Account (as the same may be redesignated, substituted or replaced from time to time);
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Facility Agent and the Security Trustee; and
- (d) from which no withdrawals may be made by any members of the Group.

"Mortgage" means a mortgage or charge in respect of all or any part of the Real Property in accordance with Clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 8 of the Debenture (*Form of Legal Mortgage*).

"Mortgage Consent Properties" or **"Mortgage Consent Property"** means properties or any one of the properties (as applicable) listed in Part II of Schedule 2 (*Details of Mortgaged Property*) to the Debenture, including the leasehold at Jubilee Way, Grange Moor, Huddersfield, with the title number WYK804620.

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

"Non-Consent Mortgaged Properties" or **"Non-Consent Mortgaged Property"** means the properties or any one of the properties (as applicable) listed in Part I of Schedule 2 (*Details of Mortgaged Property*) to the Debenture.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Facility Agents, each Ancillary Lender, each Hedge Counterparty and each Lender from time to time party to the Facility Agreements **provided that** in the case of the Facility Agents and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for a similar purpose.

"Senior Facilities Agent" means Goldman Sachs Credit Partners L.P. in its capacity as agent for the lenders under (and as defined in) the Senior Facilities Agreement.

"Senior Facilities Agreement" means the £285,000,000 senior facilities agreement dated 30 October 2005 and amended and restated on 10 November 2005 and made between Henson No.4 Limited as borrower, Henson No.3 Limited as original guarantor, Goldman Sachs Credit Partners L.P. as the facility agent, Goldman Sachs International as the arranger, Goldman Sachs Credit Partners L.P. as security trustee and the Senior Lenders.

"Senior Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement.

"Senior Lenders" means each Lender (as defined in and party to the Senior Facilities Agreement) and Ancillary Lender.

"Senior Mezzanine Facility Agent" means Goldman Sachs Credit Partners L.P. in its capacity as agent for the lenders under (and as defined in) the Senior Mezzanine Agreement.

"Senior Mezzanine Facility Agreement" means the £55,000,000 senior mezzanine facility agreement dated 30 October 2005 and amended and restated on 10 November 2005 and made between Henson No.4 Limited as borrower, Henson No.3 Limited as original guarantor, Goldman Sachs Credit Partners L.P. as the senior mezzanine agent, Goldman Sachs Credit International as the senior mezzanine arranger, Goldman Sachs Credit Partners L.P. as security trustee and the Senior Mezzanine Lenders.

"Senior Mezzanine Finance Documents" means the Finance Documents as defined in the Senior Mezzanine Facility Agreement.

"Senior Mezzanine Lenders" means each Lender (as defined in and party to the Senior Mezzanine Facility Agreement).

"Shares" means all of the shares in the capital of each company specified in Part II of Schedule 6 (*Details of Other Security*) held by, to the order or on behalf of the Company at any time.

"Specific Contracts" means each contract specified in Part III of Schedule 6 (*Details of other Security*) of the Debenture.

"Subsidiaries" means each subsidiary.

"Subsidiary" means a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Third Party Consent" means any consent required from a third party (including but not limited to a landlord, superior landlord or their respective mortgagees) to charge any Mortgage Consent Property by way of legal mortgage.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00270937

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 23rd JANUARY 2006 AND CREATED BY BON MARCHE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO GOLDMAN SACHS CREDIT PARTNERS L.P. AS SECURITY TRUSTEES FOR AND ON BEHALF OF THE SECURED PARTIES OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER 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 31st JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2006.

Licence



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES