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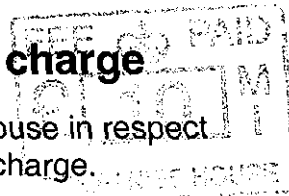
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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



# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

100104/120

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289621
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Name of company

\* UK Retail Limited (the **Company**)

Date of creation of the charge

26th June, 2003

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

Supplemental Debenture (**Supplemental Debenture**) dated 26th June, 2003 between (amongst others) the Company and the Security Agent (as defined below).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to the Lenders (as defined below) (or any of them) under each or any of the Senior Finance Documents (as defined below) together with all costs, charges and expenses incurred by any Lender in connection with the protection, preservation or enforcement (in the case of protection or preservation, to the extent such costs, charges and expenses are reasonable) of its respective rights under the Senior Finance Documents or any other document evidencing or securing any such liabilities (all of the above being the **Secured Liabilities**), provided that no obligation or liability shall be included in the definition of **Secured Liabilities** to the extent that, if it were so included, the Supplemental Debenture (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985.

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

JPMorgan Chase Bank, in its capacity as agent and trustee for itself and each of the Lenders (the **Security Agent**)  
Trinity Tower, 9 Thomas More Street, London

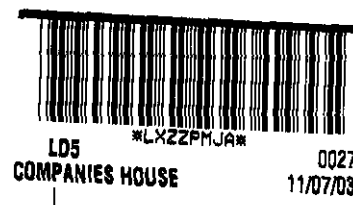
Postcode E1W 1YT

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

JMB/CLM/AKM/BK:1073721.1

For official Use  
Mortgage Section



Short particulars of all the property mortgaged or charged

See continuation sheets

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)

Nil

Signed

*Allen & Overy*

Date 10/7/03

On behalf of ~~company~~/mortgagee/chargee<sup>†</sup>

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See note 5)

**Short Particulars of all the property mortgaged or charged**

**1. Fixed Charges**

If any of the Secured Liabilities are not effectively secured under the Debenture, the Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the payment, discharge and performance of all such Secured Liabilities at any time owed or due to the Lenders (or any of them), has under the Supplemental Debenture charged in favour of the Security Agent (as agent and trustee for the Lenders):

- (a) by way of a first legal mortgage all the property (if any) now belonging to it together with all buildings and Fixtures (as defined below) thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
- (b) by way of first fixed charge:
  - (i) all plant, machinery, computers and vehicles now or in the future owned by it and, subject to any necessary third party's consent to such charge being obtained, its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of the Company's stock in trade or work in progress;
  - (ii) all moneys (including interest) from time to time standing to the credit of each of its present and future accounts (including, without limitation, the Security Accounts (as defined below), but excluding the Cash Collateral Prepayment Account (as defined below)) with any bank, financial institution or other person and the debts represented thereby, provided that without prejudice to any other provision of the Supplemental Debenture, any such monies paid out of such accounts without breaching the terms of the Senior Finance Documents or the Subordinated Bridge Finance Documents shall be released from the fixed charge effected by the fixed charge described by this sub-paragraph (ii) upon the proceeds being so paid out;
  - (iii) (to the extent not effectively assigned under the assignment provisions of the Supplemental Debenture described by paragraph 3 below) all benefits in respect of the Insurances (as defined below) and all claims and returns of premiums in respect thereof;
  - (iv) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, provided that without prejudice to any other provision of the Supplemental Debenture (and in particular but without limitation to the fixed charge described by sub-

paragraph (ii) above) such proceeds shall be released automatically from the fixed charge described by this sub-paragraph (iv) upon those proceeds being credited to any Security Account;

- (v) (to the extent that the same do not fall within any other fixed charge described by any other sub-paragraph of this paragraph (b) and are not effectively assigned under assignment provisions of the Supplemental Debenture described by paragraph 3 below) all of its rights and benefits under each of the Relevant Agreements (as defined below), all bills of exchange and other negotiable instruments held by it, and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of Intellectual Property Rights (as defined below) or similar agreements entered into by it and any letters of credit issued in its favour;
- (vi) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (vii) its present and future goodwill;
- (viii) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets (as defined below) specified in the legal mortgage described by paragraph (a) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (ix) its present and future uncalled capital;
- (x) all present and future Intellectual Property Rights owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by the fixed charge described by this sub-paragraph (x) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities; and
- (xi) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time not charged pursuant to the fixed charge described by paragraph 2 below,

provided that any property or assets situate in Scotland and any property or assets the rights in and to which are governed by the laws of Scotland shall be excluded from the mortgages and charges described in paragraphs (a) and (b) inclusive above.

## **2. Charges on Shares**

If any of the Secured Liabilities are not effectively secured under the Debenture, the Company as sole beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of all such Secured Liabilities at any time owed or due to the Lenders (or any of them):

- (a) has under the Supplemental Debenture mortgaged and charged and has agreed to mortgage and charge to the Security Agent (as agent and trustee as aforesaid) all Group Shares (as defined below) held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (b) has under the Supplemental Debenture mortgaged and charged and has agreed to mortgage and charge to the Security Agent (as agent and trustee as aforesaid) all the Related Rights (as defined below) accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

## **3. Assignments**

- (a) If any of the Secured Liabilities are not effectively secured under the Debenture, the Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, as continuing security for the payment, discharge and performance of such Secured Liabilities at any time owed or due to the Lenders (or any of them) has under the Supplemental Debenture assigned and agreed to assign to the Security Agent (as agent and trustee for the Lenders) all its right, title and interest (if any) in and to:
  - (i) the Insurances;
  - (ii) the Acquisition Agreements (as defined below);
  - (iii) the Hedging Agreements (as defined below); and
  - (iv) the Intra-Group Loan Agreement (as defined below).
- (b) To the extent that any such right, title and interest described in paragraph 3(a) is not assignable or capable of assignment, the assignment described by paragraph (a) above shall operate as:
  - (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by the Company; and
  - (ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

in each case as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Lenders (or any of them) but only to the extent such Secured Liabilities are not effectively secured under the Debenture.

#### **4. Floating Charge**

If any of the Secured Liabilities are not effectively secured under the Debenture, the Company as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (excluding for these purposes section 3(i)(a), (b) and 4(1)(b) of the Law of Property (Miscellaneous provisions) Act 1994), as security for the payment, discharge and performance of such Secured Liabilities, has under the Supplemental Debenture charged in favour of the Security Agent (as agent and trustee as aforesaid) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged)), subject always to all mortgages, fixed charges and assignments created by or pursuant to the Supplemental Debenture.

#### **5. The Debenture**

Notwithstanding the fixed and floating charges created by the Supplemental Debenture, the Security Agent and the Company have agreed under the Supplemental Debenture that the Supplemental Debenture is subject to and ranks behind the Debenture.

#### **6. Restrictions on Dealing**

The Company has under the Supplemental Debenture undertaken to each Lender that, save as expressly permitted under the terms of the Supplemental Debenture, the Senior Bridge Facility Agreement and the Subordinated Bridge Facility Agreement it will not:

- (a) create or permit to subsist any Encumbrance (as defined below) over all or any of its assets, rights or property other than pursuant to the Supplemental Debenture or any other Security Document (as defined below); or
- (b) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

#### **7. Crystallisation of the Floating Charge**

- (a) The Security Agent may by notice to the Company convert the floating charge created by the Supplemental Debenture into a specific charge as regards all or any of the Company's assets, rights and property (except to the extent that any such conversion is ineffective under the laws of Scotland in respect of any such assets, rights and property situated in Scotland) specified in the notice:
  - (i) if a Declared Default (as defined below) has occurred; or
  - (ii) if the Security Agent in good faith considers such assets, rights or property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in immediate jeopardy; or
  - (iii) if the Company fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligations under the Supplemental Debenture described by paragraph 6 above.

- (b) The floating charge created by the Supplemental Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Company on the convening of any meeting of the members of the Company to consider a resolution to wind the Company up (or not to wind the Company up) PROVIDED THAT this shall not apply to any of the Company's undertaking and assets situate in Scotland if, and to the extent that, a Receiver (as defined below) would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.
- (c) The giving by the Security Agent of a notice described at paragraph (a) above in relation to any class of the Company's assets, rights and property shall not be construed as a waiver or abandonment of the Security Agent's rights to give other similar notices in respect of any other class of assets or of any other of the rights of the Lenders (or any of them) under the Supplemental Debenture or under any of the other Senior Finance Documents and/or Subordinated Bridge Finance Documents.

The terms used in this Companies Form 395 have the meanings as set out below:

**Accession Agreement** means an agreement substantially in the form of Schedule F of the Senior Bridge Facility Agreement;

**Account Bank** means each of the banks or financial institutions with whom the Security Accounts are maintained from time to time pursuant to Clause 11 (The Account Banks) of the Debenture;

**Acquisition Agreements** has the meaning given to that term in the Senior Bridge Facility Agreement until the Senior Discharge Date and thereafter the meaning given to that term in the Subordinated Bridge Facility Agreement;

**Arranger** means WestLB AG, London Branch as arranger of the facilities to be provided under the Senior Bridge Facility Agreement;

**Banks** means WestLB AG, London Branch and each bank or other financial institution to which rights and/or obligations are assumed under the Senior Bridge Facility Agreement or which assumes rights and obligations pursuant to a Substitution Certificate and any successors in title to any of the foregoing;

**BCFL** means Box Clever Finance Limited, a company incorporated under the laws of England and Wales (No.3866452);

**BCHL** means Box Clever Holdings Limited, a company incorporated under the laws of England and Wales (No. 3866274);

**Cash Collateral Prepayment Account** means any and each account opened in accordance with Clause 10.7 of the Senior Bridge Facility Agreement;

**Chargors** means BCFL, BCHL and the companies identified in schedule 1 to the Debenture and each company which becomes a party to the Debenture by executing a Deed of Accession;

**Collateral Account** means each account maintained from time to time by a Chargor at such branch of the Account Bank as the Security Agent may from time to time approve being, at the 28th June, 2000,

those accounts with the Account Bank identified in the bank account set-off letter dated the 28th June, 2000 from BCFL for itself and as agent for the other Chargors to the Account Bank and initialled by the Security Agent for the purposes of identification;

**Debenture** means the debenture dated 28th June, 2000 entered into by (amongst others) the Chargors in favour of WestLB AG, London Branch as security agent together with each Deed of Accession relating thereto and each other agreement or instrument supplementing or amending it;

**Declared Default** means an Event of Default which has resulted in the Senior Agent serving notice under any provision of Clause 24.2 of the Senior Bridge Facility Agreement and/or the Subordinated Bridge Agent serving notice under any provision of Clause 22.2 of the Subordinated Bridge Facility Agreement;

**Deed of Accession** means a deed substantially in the form of Schedule 7 to the Debenture executed, or to be executed, by a Chargor;

**Documentary Credit Bank** means WestLB AG, London Branch;

**Encumbrance** means any mortgage, pledge, lien, charge or assignment for the purpose of providing security, hypothecation, right in security, security interest or trust arrangement for the purpose of providing security, and any other security agreement or other arrangement having the effect of providing security (including without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien);

**Event of Default** has the meaning given to that term in the Senior Bridge Facility Agreement and/or the meaning given to that term in the Subordinated Bridge Facility Agreement (as the case may be);

**Facility** means the revolving credit facility referred to in Clause 2.1 of the Senior Bridge Facility Agreement;

**Fee Letters** means the letters from the Arranger, the Facility Agent and the Senior Agent respectively to BCFL countersigned by BCFL and dated 28th June, 2000 (as amended and restated on 20th June, 2002) agreeing certain fees payable by the BCFL pursuant to Clauses 27.2 and 27.3 of the Senior Bridge Facility Agreement;

**Fixtures** means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

**Group** means BCHL and its Subsidiaries from time to time;

**Group Shares** means all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time;

**Hedging Agreements** means any and all interest rate swap and/or interest rate cap and/or other hedging agreements entered into or committed to be entered into by any member of the group as may be agreed in writing between BCFL, the Senior Agent and the Subordinated Bridge Agent to constitute the Hedging Agreements;

**Hedging Banks** has the meaning given to that term in the Priority Agreement;



**Insurances** means all contracts and policies of insurance (including, for the avoidance of doubt all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest;

**Intellectual Property Rights** means all know-how, patents, trade marks, service marks, designs, business names, domain names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

**Intra Group Loan Agreement** means the loan agreement dated on or about 28th June, 2000 made between the BCFL and those of its Subsidiaries originally party to the Debenture;

**Lender** means each of the Senior Agent, the Security Agent, the Arranger, the Banks, the Documentary Credit Bank and the Hedging Banks parties to or having an interest under the Senior Finance Documents from time to time and each of the Security Agent, the Subordinated Arranger, the Subordinated Bridge Agent and the Subordinated Bridge Lenders parties to or having an interest under the Subordinated Bridge Finance Documents from time to time (together the **Lenders**);

**Obligor** means each Obligor under, and as defined in, the Senior Bridge Facility Agreement and each Obligor under, and as defined in, the Subordinated Bridge Facility Agreement including without limitation, the Company;

**Priority Agreement** means an agreement dated 28th June, 2000 (as amended and restated on 19th June, 2002) made between (among others) the Chargors, the Lenders and others providing for the ranking and relative priorities of certain obligations of, amongst others, the Chargors;

**Realisations Account** means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of the Supplemental Debenture at such branch or branches of an Account Bank as the Security Agent may from time to time approve;

**Receiver** means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) a receiver;

**Related Rights** means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date hereof on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares;

**Relevant Agreements** means each agreement or instrument assigned or purported to be assigned pursuant to the Supplemental Debenture together with any and each other agreement or instrument supplementing or amending any such agreement or contract;

**Security Accounts** means the Collateral Accounts and the Realisations Accounts;

**Security Assets** means all assets, rights and property of the Company the subject of any security created under the Debenture or pursuant thereto and includes, for the avoidance of doubt, the Company's rights to or interests in any chose in action and the Security Shares;

**Security Documents** means the Debenture, the Supplemental Debenture, each Deed of Accession and every other document entered into by the Chargors or any Subsidiary of any Chargor pursuant to the Debenture, the Supplemental Debenture and/or Clause 20.2 (Security) of the Senior Bridge Facility Agreement and/or Clause 18.2 (Security) of the Subordinated Bridge Facility Agreement;

**Security Shares** means the Group Shares and the Related Rights as are held by it at the relevant time;

**Senior Agent** means WestLB AG, London Branch in its capacity as facility agent under the Senior Bridge Facility Agreement and its permitted successors and assigns;

**Senior Discharge Date** has the meaning given to that term in the Priority Agreement;

**Senior Bridge Facility Agreement** means the senior bridge facility agreement dated 28th June, 2000 (as amended and supplemented from time to time between, amongst others, the Borrower, the Guarantors, the Arranger, the Original Bank, the Documentary Credit Bank, the Security Agent (each as defined therein) and the Senior Agent, together with each Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

**Senior Finance Documents** means the Senior Bridge Facility Agreement, any documents constituting or evidencing amounts outstanding under a Facility, the Fee Letters, the Security Documents, any Accession Agreement, the Priority Agreement, the Hedging Agreements and any other document designated as such by the Senior Agent, the Subordinated Bridge Agent and BCFL;

**Share Mortgages** means the mortgages and charges created or purported to be created by the Supplemental Debenture;

**Subordinated Arranger** means WestLB AG, London Branch as arranger of the facility to be provided under the Subordinated Bridge Facility Agreement;

**Subordinated Bridge Agent** means WestLB AG, London Branch as facility agent for the Subordinated Bridge Lenders under the Subordinated Bridge Facility Agreement and any of its permitted successors or assigns;

**Subordinated Bridge Facility Agreement** means the facility agreement dated 28th June, 2000 (as amended and restated on 19th June, 2002) between the BCFL, the Guarantors, the Arranger, the Lenders, the Subordinated Bridge Agent and the Security Agent (each as defined therein), together with each Guarantor Accession Agreement and Substitution Certificate relating thereto and any and each other agreement or instrument supplementing or amending it;

**Subordinated Bridge Finance Documents** means the Subordinate Bridge Facility Agreement, the Subordinated Bridge Fee Letters, the Priority Agreement, the Security Documents, and any other document designated as such by the Senior Agent, the Subordinated Bridge Agent and BCFL;

**Subordinated Bridge Fee Letters** means the letters from the Subordinated Arranger and the Facility Agent respectively to BCFL countersigned by BCFL and dated 28th June, 2000 (as amended and restated on 20th June, 2002) agreeing certain fees payable by BCFL pursuant to Clauses 25.2 and 25.3 of the Subordinated Bridge Facility Agreement.

**Subordinated Bridge Lenders** means WestLB AG, London Branch together with each bank or other financial institution to which rights and/or obligations under the Subordinated Bridge Facility Agreement are assigned or transferred in accordance with Clause 28 of the Subordinated Bridge Facility Agreement or which assumes rights and obligations pursuant to a Substitution Certificate and any successor or successors in title to any of the foregoing;

**Subsidiary** means a subsidiary within the meaning of Section 736 of the Companies Act 1985 as amended by Section 144 of the Companies Act 1989 and unless the context otherwise requires, a

subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985, as amended by Section 21 of the Companies Act 1989;

**Substitution Certificate** means a duly completed certificate substantially in the form of Schedule D to the Senior Bridge Facility Agreement and/or the Subordinated Bridge Facility Agreement (as the case may be).

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00289621

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 26th JUNE 2003 AND CREATED BY UK RETAIL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE LENDERS (OR ANY OF THEM) 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 11th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JULY 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

P SF