

# M

## COMPANIES FORM No. 395

### 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5528591

Name of company

\* BGPH LIMITED (the "Company")

Date of creation of the charge

17 October 2005

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

DEBENTURE (the "Deed")

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 alone or in any other capacity whatsoever) of the Company to the Security Trustee and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "Secured Obligations")

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

THE ROYAL BANK OF SCOTLAND PLC of 280 Bishopsgate, London EC2M 4RB (as security trustee for the Secured Parties) (in such capacity, the "Security Trustee")

Postcode

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

DLA Piper Rudnick Gray Cary UK LLP  
3 Noble Street  
London  
EC2V 7EE  
ETAU/ao/Banking

68860/120304/7888095

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



**1. GRANT OF SECURITY**

**1.1 Nature of security**

All Security Interests and dispositions created or made by or pursuant to the Deed are created or made:

1.1.1 in favour of the Security Trustee;

1.1.2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

1.1.3 as continuing security for payment of the Secured Obligations.

continued on continuation sheet 1, page 4

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 DLA PIPER RUNDICK GRAY CARY UK LLP Date 26 OCTOBER 2005

On behalf of ~~XXXXXXXX~~ [mortgagee/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

5528591

Name of Company

BGPH LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

**NOTE.**

**In this form:**

**"Account Bank"** means The Royal Bank of Scotland Plc or such other bank with which any Security Account is maintained from time to time.

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Deed.

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

(i) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or

(ii) (in relation to any date for payment or purchase of euro) any TARGET Day (as defined in the Senior Facilities Agreement) ;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities.

**"Charged Securities"** means:

(a) the securities specified in part 1 of the schedule hereto (*Details of Security Assets*); and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 17 October 2005) as at 17 October 2005 or in future owned (legally or beneficially) by the Company, held by a nominee on its behalf or in which the Company has an interest at any time.

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

**"Finance Document"** means any Senior Finance Document and any Mezzanine Finance Document.

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Company or in which the Company from time to time has an interest (but only to the extent of its interest) (including, without limitation, the policies of insurance (if any) specified in part 4 of the schedule (*Details of Security Assets*) hereto.

**"Intellectual Property"** means:

(i) 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; and

(ii) the benefit of all applications and rights to use such assets of each member of the Group (as defined in the Senior Facilities Agreement);

continued on continuation sheet 2, page 2

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*

## 1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 6 to the Enterprise Act 2002) applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

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

## 2. FIXED SECURITY

### 2.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

#### 2.1.1 by way of first fixed charge:

- (a) all Property and all interests in Property; and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

2.1.2 by way of first fixed charge all plant and machinery (not charged by clause 4.1.1 of the Deed) and the benefit of all contracts, licences and warranties relating to the same;

#### 2.1.3 by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1.2 of the Deed); and
  - (b) the benefit of all contracts, licences and warranties relating to the same,
- (other than any which are for the time being part of the Company's stock-in-trade or work-in-progress);

#### 2.1.4 by way of first fixed charge:

- (a) all the Charged Securities referred to in part 1 of the schedule hereto (*Details of Security Assets*);
- (b) all other Charged Securities (not charged by clause 4.1.4(a) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

#### 2.1.5 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
- (b) all accounts of the Company with any bank, financial institution or other person not charged by clause 4.1.5(a) of the Deed and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

#### 2.1.6 by way of first fixed charge:

- (a) the Intellectual Property (if any) specified in part 2 of the schedule hereto (*Details of Security Assets*); and
- (b) all other Intellectual Property (if any) (not charged by clause 4.1.6(a) of the Deed);

continued on continuation sheet 2, page 4

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

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

Company Number

5528591

Name of Company

BGPH LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

**"Mezzanine Facility Agreement"** means the mezzanine facility agreement dated 17 October 2005 and made between BGPH Holdings Limited as Parent, BGPH Limited as Borrower, The Royal Bank of Scotland plc as the Mezzanine Agent, The Royal Bank of Scotland plc as the Mezzanine Arranger, The Royal Bank of Scotland plc as Security Trustee and the persons named in that mezzanine facility agreement as Lenders (all terms as defined in the Mezzanine Facility Agreement);

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

**"Mezzanine Finance Documents"** means the Finance Documents as defined in the Mezzanine Facility Agreement;

**"Permitted Disposal"** has the meaning given to that term:

- (a) before the Senior Discharge Date (as defined in the Deed), in the Senior Facilities Agreement; and
- (b) thereafter, in the Mezzanine Facility Agreement.

**"Permitted Security"** has the meaning given to that term :

- (a) before the Senior Discharge Date (as defined in the Deed), in the Senior Facilities Agreement; and
- (b) thereafter, in the Mezzanine Facility Agreement.

**"Permitted Transaction"** means:

- (i) any Disposal required by the terms of the Finance Documents (both terms as defined in the Senior Facilities Agreement);
- (ii) any Financial Indebtedness (as defined in the Senior Facilities Agreement) arising under the Finance Documents;
- (iii) any guarantee or indemnity entered into in favour of any Finance Party (as defined in the Senior Facilities Agreement) under the Finance Documents;
- (iv) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents (all terms as defined in the Senior Facilities Agreement);
- (v) any loan arising under the Finance Documents;
- (vi) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group (all terms as defined in the Senior Facilities Agreement);
- (vii) transactions (other than granting of Security, making of a Disposal (as defined in the Senior Facilities Agreement) (other than Permitted Disposal) or incurring Financial Indebtedness) conducted in ordinary course of trading and on arm's length terms;
- (viii) any payments, steps, actions or transactions contemplated by the Tax Structure Memorandum (as defined in the Senior Facilities Agreement); or
- (ix) any payments, steps, actions or transactions which may be necessary to enable Sporting Index Limited (or any other member of the Group regulated by the FSA from time to time) to comply with any applicable rules or requirements of the FSA provided that such transactions are notified to the Agent (all terms as defined in the Senior Facilities Agreement);

continued on continuation 3, page 4



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*

2.1.7 to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*) of the Deed, by way of first fixed charge, such Assigned Asset;

2.1.8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and

(b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

2.1.9 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

## 2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

2.2.1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

2.2.2 the Insurances, all claims under the Insurances and all proceeds payable to it under the Insurances; and

2.2.3 all other Receivables (not assigned under clause 4.2.1 or 4.2.2 of the Deed).

To the extent that any Assigned Asset described in clause 4.2.2 of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds payable to it under the Insurances.

## 3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

3.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*) of the Deed, clause 4.2 (*Security assignments*) of the Deed or any other provision of the Deed; and

3.2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

## 4. CONVERSION OF FLOATING CHARGE

### 4.1 Conversion by notice

The Security Trustee may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

4.1.1 this Security becomes enforceable under the terms of clause 12.1 (*When enforceable*) of the Deed; or

4.1.2 the Security Trustee (acting reasonably and in good faith) considers any Security Assets subject to the floating charge to be in danger of being seized or sold or otherwise in jeopardy under any form of distress, attachment, execution or other legal process.

continued on continuation sheet 3, page 4

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

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company Number

5528591

Name of Company

BGPH LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 17 October 2005 or in future belonging to the Company, or in which the Company has an interest at any time, together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon.
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof.

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Senior Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing.

**"Receiver"** means any administrator, receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Deed.

**"Related Rights"** means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**"Relevant Contract"** means each agreement specified in part 3 of the schedule hereto (*Details of Security Assets*) together with each other agreement supplementing or amending or novating or replacing the same.

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement (as defined in the Senior Facilities Agreement).

**"Security"** means the Security Interests created by or pursuant to the Deed.

**"Security Account"** has the meaning given to that term in clause 6.2 (iii) of this form 395.

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed.

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

continued on continuation sheet 4, page 2

*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*

#### **4.2 Small companies**

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

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

#### **4.3 Automatic conversion**

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

4.3.1 in relation to any Security Asset which is subject to a floating charge if:

(a) the Company creates (or attempts or purports to create) any Security Interest (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee; or

(b) any third party levies or attempts to levy any distress, execution, attachment or other legal process against such Security Asset; and

over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Trustee receives notice of intention to appoint such an administrator.

#### **4.4 Partial conversion**

The giving of a notice by the Security Trustee pursuant to clause 6.1 (*Conversion by notice*) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties.

### **5. CONTINUING SECURITY**

#### **5.1 Continuing security**

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

#### **5.2 Additional and separate security**

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Trustee and/or any other Secured Party may at any time hold for any Secured Obligation.

#### **5.3 Right to enforce**

The Deed may be enforced against the Company without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

continued on continuation sheet 4, page 4

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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

Company Number

5528591

Name of Company

BGPH LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

**"Security Period"** means the period beginning 17 October 2005 and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

**"Senior Facilities Agreement"** means the senior sterling term and multicurrency revolving facilities agreement dated 17 October 2005 and entered into between (1) BGPH Holdings Limited (as Parent), (2) BGPH Limited, (3) the parties listed in part 1 of schedule 1 thereto (as Original Borrowers), (4) the parties listed in part 1 of schedule 1 thereto (as Original Guarantors), (5) The Royal Bank of Scotland plc (as Arranger), (6) the financial institutions listed in part 2 of schedule 1 thereto (as Original Lenders), (7) The Royal Bank of Scotland plc (as Agent), (8) The Royal Bank of Scotland plc (as Security Trustee) and (9) The Royal Bank of Scotland plc (as Original Issuing Bank) as the same may be amended, supplemented, novated or restricted from time to time pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrowers (all terms as defined in the Senior Facilities Agreement).

**"Senior Finance Documents"** means the Finance Documents as defined in the Senior Facilities Agreement;

See schedule attached.

*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*

## 6. UNDERTAKINGS BY THE CHARGING COMPANIES

### 6.1 Restrictions on dealing

The Company shall not do or agree to do any of the following without the prior written consent of the Security Trustee:

6.1.1 create or permit to subsist any Security Interest on any Security Asset except a Permitted Security or to the extent such Security Interests are permitted by the Senior Facilities Agreement;

6.1.2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal or a Permitted Transaction.

### 6.2 Dealings with and realisation of Receivables and Security Accounts

The Company shall:

(a) save as permitted by the Finance Documents, without prejudice to clause 10.1 (*Restrictions on dealing*) of the Deed (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed), sell, assign, charge, factor or discount or in any other manner deal with any Receivable;

(b) upon the Security becoming enforceable under clause 12.1 (*When enforceable*) of the Deed collect all Receivables in the ordinary course of trading as agent for the Security Trustee and immediately upon receipt pay all monies which it receives in respect of the Receivables into:

(i) such specially designated account(s) with the Security Trustee as the Security Trustee may from time to time direct; or

(ii) such other account(s) with such other bank as the Security Trustee may from time to time direct, (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Security Account") and pending such payment, hold all monies so received upon trust for the Security Trustee; and

(c) where any Security Account is not maintained with the Security Trustee, deliver to the relevant Account Bank a duly completed notice and use all reasonable endeavours to procure that such Account Bank executes and delivers to the Security Trustee an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement from bank operating Security Accounts*) to the Deed.

## 7. FURTHER ASSURANCES

### 7.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Trustee (acting reasonably) or a Receiver may require:

7.1.1 for perfecting or protecting the Security Interests intended to be created by the Deed; and

continued on continuation sheet 5, page 4

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

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 5  
to Form No 395 and 410 (Scot)

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

Company Number

5528591

Name of Company

BGPH LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

*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*

7.1.2 upon this Security becoming enforceable under clause 12.1 (*when enforceable*) of the Deed, for facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or Delegate in respect of any Security Asset including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case the Security Trustee may think expedient.

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

## 7.2 Specific security

Without prejudice to the generality of clause 19.1 (*Further action*), The Company shall as soon as reasonably practicable after the request of the Security Trustee (acting reasonably) execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of the Security Trustee (including any arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*) of the Deed) in such form as the Security Trustee may reasonably require.

## 8. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegates to be its attorney to take any action which the Company is obliged to take under the Deed and which it has failed to take to the satisfaction of the Security Trustee (acting reasonably) within 10 Business Days of notification from the Security Trustee, including under clause 19 (*Further assurances*) of the Deed. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 20 of the Deed.

## **SCHEDULE**

### **Details of Security Assets**

#### **Part 1 - Charged Securities**

None.

#### **Part 2 - Intellectual Property**

None.

#### **Part 3 - Relevant Contracts**

<b>Charging Company</b>	<b>Date of Relevant Contract</b>	<b>Relevant Contract</b>
BGPH Limited	On or about 17 October 2005	Sale & Purchase Agreement

#### **Part 4 - Insurances**

None.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05528591

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th OCTOBER 2005 AND CREATED BY BGPH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE AND/OR THE OTHER SECURED PARTIES (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 28th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st NOVEMBER 2005.

*pm*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES