



Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

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write in
this margin*

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SC088802

*BFD Edinburgh Limited (the Company).

8 February 2002

Floating Charge (the Charge).

BancBoston Investments Inc. of 175 Federal Street, 10th Floor, Boston MA 02110, USA as trustee pursuant to a Loan Stock Instrument dated 8 February 2002 and its successors, assignees and transferees from time to time (the **Trustee**)

The whole of the property, assets and rights (including uncalled capital) which are or may be from time to time while the Charge is in force be comprised in the property and undertaking of the Company.

| Post room



GLA G10
COMPANIES HOUSE

0026
27/02/02

Names and addresses of the persons who have executed the instrument of alteration (note 2)

*Please do not
write in
this margin*

See Paper Apart.

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

Date(s) of execution of the instrument of alteration

8 February 2002

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A.

Short particulars of any property released from the floating charge

N/A.

The amount, if any, by which the amount secured by the floating charge has been increased

N/A.

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write in
this margin*

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

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

See Paper Apart.

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not
write in
this margin

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

Signed Shepherd & Waddaburn
On behalf of ~~[company]~~ [chargee][†]

Date 22/02/02

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

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-
Companies Registration Office, 37 Castle Terrace, Edinburgh EH1 2EB

[†] delete as
appropriate

This is the Paper Apart referred to in the foregoing Form 466 relative to an Instrument of Alteration dated 8 February 2002 between inter alia Cameo Foods Limited, BFD Edinburgh Limited, BancBoston Investments Inc. and The British Linen Bank Limited.

1. Definitions

In this Paper Apart:

BFD means BFD Group Holdings Limited, Company Number SC126538;

BFD Group means BFD and all its Subsidiaries from time to time as specified (as at 8 May 1999) in Schedule 7 to the Facility Agreement;

BLB means The British Linen Bank Limited, 4 Melville Street, Edinburgh, EH3 7MZ;

Cameo Loan Agreement means the loan agreement in the agreed form dated on or before 8 May 1999) between the members of the BFD Group as lenders and the Parent as borrower;

Debenture means an English law debenture in the agreed form granting fixed and floating charges over all of a company's assets and undertaking;

Facilities means the Term Facilities, Tranche C Facility and Guarantee Facility, each as defined in the Facility Agreement;

Facility Agreement means the facility agreement (as amended, restated, supplemented or novated from time to time) dated 8 May 1999 between (1) the Parent, (2) the Initial Guarantor and (3) BLB;

Finance Documents means the Facility Agreement, each Security Document, the Subordination Letter, the Intercreditor Agreement, each Hedging Agreement, each Guarantor Accession Agreement, each Intercreditor Accession Agreement, each Security Accession Deed and any other document designated as a Finance Document by the Parent and BLB;

Group means the Parent, the Initial Guarantor and their respective subsidiaries from time to time and **Group Company** means any of them;

Guarantor Accession Agreement means an agreement executed by a Group Company substantially in the form set out in Schedule 4 to the Facility Agreement;

Hedging Agreement means agreements entered into with the Hedging Counterparty for the purpose of managing or hedging interest rate risk in relation to the Facilities;

Hedging Counterparty means BLB in its capacity as Hedging Counterparty;

Indebtedness means:-

- (a) when designated **Senior**, all money and liabilities now or hereafter due, owing or incurred to BLB by any Obligor under the Finance Documents (or any of them) in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith; and

- (b) when designated **Investor**, all money and liabilities now or hereafter due, owing or incurred to the Investors (or any of them) by any Group Company under the New Equity Documents (or any of them) in any currency or currencies, whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith;

and without any such designation, the Senior Indebtedness and the Investor Indebtedness;

Initial Guarantor means Cameo Trustees 2 Limited, Company Number 3758117;

Institutional Credit Support means:-

- (a) the second ranking security constituted by security documents on substantially the same terms as the Security Documents granted by the Group in favour of the Trustee on or about 8 February 2002;
- (b) the guarantees granted by the Group in favour of the Trustee as holder of the Institutional B Loan Notes pursuant to the terms of the Institutional B Loan Note Instrument;

Intercreditor Accession Agreement means an agreement executed by a person substantially in the form set out in the Intercreditor Agreement pursuant to which a person will accede to the provisions of the Intercreditor Agreement;

Intercreditor Agreement means the intercreditor agreement dated on or about 8 May 1999 and entered into between, inter alia, the Parent, the Initial Guarantor and BLB;

Investors means the Trustee and the Managers and any assignee or transferee of any interest in the New Equity Documents and **Investor** means any of them;

New Equity Documents means the Institutional B Loan Note Instrument and the C Loan Note Instrument, each as defined in the Facility Agreement (as amended by an amendment letter dated 8 February 2002), and the documents constituting the Institutional Credit Support;

Obligor means the Parent, the Guarantors and each other Group Company which has undertaken or undertakes obligations to BLB or the Investors pursuant to one or more of the Finance Documents or New Equity Documents;

Parent means Cameo Foods Limited, Company Number 3730915;

Security Accession Deed means a deed executed by a company substantially in the form set out in the Debenture or other Security Document pursuant to which a company will acceded to the provisions thereof;

Security Documents means each of the security documents specified in Parts 1 and 2 of Schedule 1 to the Facility Agreement and all other documents creating, evidencing or granting a Security Interest in favour of BLB in respect of the obligations of any Obligor under any Finance Document;

Security Interest means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, reservation

of title, any other security interest or any other agreement or arrangement (including, without limitation, a sale and repurchase arrangement) having the commercial effect of conferring security;

Subordination Letter means the letter in the agreed form entered into between BLB, the Parent and the BFD Group subordinating the rights of the BFD Group under the Cameo Loan Agreement;

Subsidiary means:-

- (a) a subsidiary as defined in Section 736 of the Companies Act 1985; and
- (b) a subsidiary undertaking as defined in Section 21 of the Companies Act 1989;

Trustee means BancBoston Investments Inc., 175 Federal Street, 10th Floor, Boston MA02112, USA.

2. Names and addresses of the persons who have executed the Instrument of Alteration

2.1 The Parent

Cameo Foods Limited, Company Number 3730915, 46 The Avenue, Southampton, Hampshire SO17 1AX (the **Parent**).

2.2 The Guarantors

2.2.1 Cameo Trustees 2 Limited, Company Number 3758117, 46 The Avenue, Southampton, Hampshire SO17 1AX;

2.2.2 BFD Cuisine Supreme Limited, Company Number 2811608, The Gateway Centre, Butchers Road, London E16 1PW;

2.2.3 BFD Food Group Limited, Company Number SC167965, 4 Telford Square, Houston Industrial Estate, Livingston EH54 5DJ;

2.2.4 BFD Edinburgh Limited, Company Number SC088802, 4 Telford Square, Houston Industrial Estate, Livingston EH54 5DJ;

2.2.5 BFD Fresh Foods Limited, Company Number SC112241, 4 Telford Square, Houston Industrial Estate, Livingston EH54 5DJ; and

2.2.6 BFD Food Marketing Limited, Company Number SC121379, 4 Telford Square, Houston Industrial Estate, Livingston EH54 5DJ,

(together, the **Guarantors**).

2.3 The Trustee

BancBoston Investments Inc., 175 Federal Street, 10th Floor, Boston MA02112, USA (the **Trustee**).

2.4 The Managers

2.4.1 Stuart Robinson, Westfield House, Harburn, West Calder EH55 8RB;

2.4.2 Bernard Cook, Forndale Cottage, Ascott Road, Shipston-on-Stour, Warwickshire CV36 5PE;

2.4.3 Michael Younger, 5 Malta Terrace, Edinburgh EH4 1HR; and

2.4.4 Andrew Tempest, 3 Low Mill Caton, Lancaster, Lancashire, LA2 9HY,
(together, the **Managers**).

2.5 BLB

The British Linen Bank Limited, 4 Melville Street, Edinburgh, EH3 7MZ (**BLB**).

3. Statement of the provisions imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or other floating charges

The Indebtedness will rank for all purposes and at all times in the following order of priority for repayment:-

3.1 first, the Senior Indebtedness; and

3.2 second, the Investor Indebtedness on a pari passu basis.



**CERTIFICATE OF THE REGISTRATION OF
AN ALTERATION TO A FLOATING CHARGE**

Company number 88802

I hereby certify that particulars of an instrument of alteration dated
8 FEBRUARY 2002

were delivered pursuant to section 410 of the Companies Act, 1985,
on 27 FEBRUARY 2002.

The instrument relates to a charge created on 8 FEBRUARY 2002

by BFD EDINBURGH LIMITED

in favour of BANCOSTON INVESTMENTS INC

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
1 MARCH 2002



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC088802 CHARGE: 6

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
26/02/2002		8/ 2/02 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	BANCOSTON INVESTMENTS INC

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC088802 CHARGE: 6

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC088802 CHARGE: 6

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	CAMEO TRUSTEES 2 LIMITED AND OTHERS THE BRITISH LINEN BANK LIMITED BANCOSTON INVESTMENTS INC CAMEO FOODS LIMITED				