

**Particulars of a charge created  
by a company registered in Scotland**

**410**

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

Pursuant to section 410 of the Companies Act 1985

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



<div>9</div>	SC088802
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Name of company

\* BFD Edinburgh Limited (the "Company")

Date of creation of the charge (note 1)

5 November 2002

Description of the instrument (if any) creating or evidencing the charge (note 1)

Debenture (the "Debenture")

Amount secured by the 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 the Company to the Trustee (as defined below) and the holders from time to time of the Series D Secured Loan Stock 2005/2008 issued pursuant to the Loan Stock Instrument in respect of such Loan Stock and/or under the Guarantee and/or under the Debenture together with all costs, charges, and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its respective rights in relation thereto (the "Secured Liabilities").

The expressions "Loan Stock Instrument" and "Guarantee" are defined in Paper Apart 1 to this Form 410.

Names and addresses of the persons entitled to the charge

BancBoston Investments Inc. of 175 Federal Street, 10th Floor, Boston  
MA 02110, USA (the "Trustee")

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

Shepherd+ Wedderburn  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2ET  
DX 553049 Edinburgh-18

For official use (02/00)

Charges Section

Post room



Short particulars of all the property charged

See Paper Apart 1

Please do not  
write in  
this margin

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

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

Signed Andrew Waddell

Date 20/1/08

On behalf of [company] [chargee]<sup>†</sup>

† Delete as  
appropriate

**Notes**

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) 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 which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, 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 the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

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 House  
37 Castle Terrace  
Edinburgh EH1 2EB

**This is Paper Apart 1 referred to in the foregoing Form 410 relative to a Debenture granted BFD Edinburgh Limited in favour of BancBoston Investments Inc. dated 5 November 2002.**

1. **Definitions**

In this Paper Apart 1:

**"Debts"** has the meaning given to it in paragraph 2.1.4 of this Paper Apart;

**"Default Rate"** means in relation to any outstanding amount owed by the Company, four per cent above the base rate of Barclays Bank plc from time to time per annum (net of any deduction of tax required by law to be deducted from the payment);

**"Deed of Priority"** means any Deed of Priority referred to in the Loan Stock Instrument, as from time to time amended, novated or supplemented;

**"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;

**"Guarantee"** means the Guarantee dated 5 November 2002 executed by the Company in favour of the Trustee as set out in Schedule 4 to the Loan Stock Instrument;

**"Insurances"** means all contracts and policies of insurance 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, any proceeds thereof, all rights to demand the same and the debts represented thereby;

**"Loan Stock Instrument"** means the loan note instrument constituting Series D Secured Loan Stock 2005/2008 of the BFD Group Holdings Limited, Company Number SC126538;

**"Mortgaged Property"** means the freehold/leasehold property specified in Paper Apart 2 and any other freehold or leasehold property for the time being comprised in the definition of "Security Assets";

**"Premises"** means all buildings and erections for the time being comprised within the definition of "Security Assets";

**"Receiver"** means a receiver and manager, a receiver or manager appointed under the Debenture or any other security document and, as the context permits, shall include an administrative receiver as defined in the Insolvency Act 1986;

**"Related Rights"** means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise, any proceeds thereof, all rights to demand the same, and the debts represented thereby;

**"Securities"** means any stocks, shares, debentures, bonds and other securities and investments held by the Company;

**"Security Assets"** means subject as herein provided, all property, assets and undertaking of the Company which are expressed to be the subject of any Security Interest created by or pursuant to the Debenture;

**"Security Interest"** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust or security interest;

**"Security Period"** means the period beginning on 5 November 2002 and ending on the date upon which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Security Interests created by the Debenture have been unconditionally and irrevocably released and discharged; and

**"Senior Security"** means all security for the Senior Debt referred to in the Deed of Priority.

2. **Fixed Security**

2.1 Pursuant to Clause 3.1 of the Debenture, the Company with full title guarantee, as security for the payment of all Secured Liabilities:

2.1.1 subject to the consent of the landlord in the case of leasehold property (and provided that the Company shall only be under an obligation to obtain such consent if the Trustee so requests in writing), charges in favour of the Trustee as agent for itself and the holders from time to time of the Loan Stock issued by the Company pursuant to the Loan Stock Instrument by way of legal mortgage:

(i) all the property specified in Paper Apart 2 together with all buildings and Fixtures 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 of the Company and any moneys paid or payable in respect of such covenants; and

(ii) all estates or interests in any other freehold or leasehold property wheresoever situate now or hereafter belonging to it and all buildings and Fixtures 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 of the Company and any moneys paid or payable in respect of such covenants;

2.1.2 charges to the Trustee as agent for itself and the holders from time to time of the Loan Stock issued by the Company pursuant to the Loan Stock Instrument by way of *fixed charge all Securities together with all Related Rights accruing thereto*;

2.1.3 to the extent not assigned under the Senior Security, assigns to the Trustee as agent for itself and the holders from time to time of the Loan Stock issued by the Company pursuant to the Loan Stock Instrument by way of absolute assignment (subject to the proviso detailed below) all of the Insurances;

2.1.4 to the extent not assigned under the Senior Security, assigns to the Trustee as agent for itself and the holders from time to time of the Loan Stock issued by the Company pursuant to the Loan Stock Instrument by way of absolute assignment (subject to the proviso hereinafter contained) all of the Company's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company 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 ("Debts")*;

2.1.5 (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs) charges to the Trustee as agent for itself and the holders from time to time of the Loan Stock issued by the Company pursuant to the Loan Stock Instrument by way of fixed charge all of the Company's rights and benefits under any agreements entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Company in any pension fund, *the Company's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Company's present and future uncalled capital.*

- 2.2 The assignments by the Company detailed in paragraph 2.1 above are subject to the proviso that following the end of the Security Period the Trustee shall reassign to the Company or other person entitled thereto (without recourse or warranty and at the Company's expense) the subject matter of those assignments or, as the case may be, the balance thereof or other property or assets representing the same.

3. **Floating Charge**

- 3.1 Pursuant to Clause 4 of the Debenture, the Company with full title guarantee, as security for the payment and performance of the Secured Liabilities, charges in favour of the Trustee as agent for itself and the holders from time to time of the Loan Stock issued by the Company pursuant to the Loan Stock Instrument by way of floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the Debenture.
- 3.2 The Trustee by notice to the Company may convert the floating charge created pursuant to Clause 4 of the Debenture into a specific charge as regards:
- 3.2.1 subject first to obtaining any consent required under any Deed of Priority, all or any of the Company's assets specified in the notice if (a) the security constituted by the Debenture shall become immediately enforceable, or (b) the Trustee considers such assets 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 jeopardy; or
- 3.2.2 any Security Asset which becomes the subject of a Security Interest granted by the Company other than with the consent of the Trustee.
- 3.3 The floating charge created pursuant to Clause 4 of the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge:
- 3.3.1 on the appointment of a trustee in bankruptcy, liquidator or similar officer to the Company; or
- 3.3.2 on the making of any order or the passing of any resolution of the Company for the liquidation, winding-up or dissolution of the Company; or
- 3.3.3 on the appointment by the Trustee of a Receiver or Receivers of the whole or any part of the Security Assets.
- 3.4 Service by the Trustee of a notice pursuant to Clause 4.2 of the Debenture in relation to any class of the Company's assets shall not be construed as a waiver or abandonment of the Trustee's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Trustee.

**This is Paper Apart 2 referred to in the foregoing Form 410 relative to a Debenture granted by BFD Edinburgh Limited in favour of BancBoston Investments Inc. dated 5 November 2002.**

**Property**

4 Telford Square, Houstoun Industrial Estate, Livingston EH54 6PQ	Leasehold
3 Telford Square, Houstoun Industrial Estate, Livingston EH54 6PQ	Leasehold
18 Gemini Business Park, Europa Boulevard, Warrington WA5 5TW	Leasehold
BFD House, 1 St James Court, Friar Gate, Derby DE1 1BT	Leasehold
Unit 2 Station Road, Winslow, Buckinghamshire MK18 3DD	Leasehold
Unit 1 Station Road, Winslow, Buckinghamshire MK18 3DD	Leasehold
Unit 23 Bow Industrial Estate Carpenter's Road, Stratford, London	Leasehold
Unit 23 Bicester Road Industrial Estate, Rabans Lane, Aylesbury, Buckinghamshire	Leasehold
Units B, C1, C2 and D, The Gateway Centre, Butchers Road, London E16	Leasehold
Unit No B2, Liddington Estate, Leckhampton Road, Cheltenham, Gloucestershire.	Leasehold
50 Arrotshole Road, College Milton Industrial Estate, East Kilbride, Scotland.	Leasehold
17-23 Farringdon Road, London EC1	Leasehold
Unit 17, Lyon Motorway Estate, Springfield Road, Kearsley, Bolton BL4 8NB	Leasehold

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 88802

I hereby certify that a charge created by

**BFD EDINBURGH LIMITED**

on 5 NOVEMBER 2002

for securing

**ALL SUMS DUE UNDER THE GUARANTEE DATED 5 NOVEMBER 2002 AND  
UNDER THE DEBENTURE**

in favour of **BANCBOSTON INVESTMENTS INC.**

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 20 NOVEMBER 2002

Given at Companies House, Edinburgh



**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: 9**

[illegible]



# 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: 9

(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