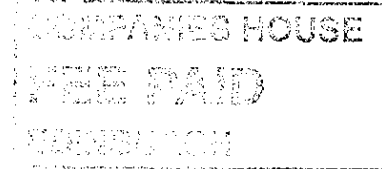


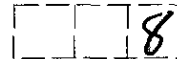
**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland****466****A fee of £10 is payable to Companies House in respect of
each register entry for a mortgage or charge.***Please do not
write in
this margin*

Pursuant to section 410 and 466 of the Companies Act 1985

*Please complete
legibly, preferably
in black type or,
bold block lettering*** insert full name
of company*To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



SC088802

Name of company

*** BFD Edinburgh Limited (the "Company")**

Date of creation of the charge (note 1)

5 November 2002

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Floating Charge (the "Floating Charge")

Names of the persons entitled to the charge

BancBoston Inc. of 175 Federal Street, 10th Floor, Boston MA 02110, USA as trustee pursuant to a Loan Stock Instrument dated 5 November 2002 and its successors, assignees and transferees from time to time (the "Trustee")

Short particulars of all the property charged

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

Presentor's name address 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



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

The Parent, the Guarantors, the Institutional Investors, the Managers and the Bank (each as defined in the Paper Apart to this Form 466)

*Please do not
write in
this margin*

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

Date(s) of execution of the instrument of alteration

5 November 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

See Paper Apart

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

*Please do not
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 & Widdisburn
On behalf of ~~(company)~~ [chargee]†

Date 21/11/02

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 5 November 2002 between inter alia Cameo Foods Limited, BFD Edinburgh Limited, BancBoston Investments Inc., Industrial Mezzanine Fund L.P. and The British Linen Bank Limited (the "Deed of Amendment").

1. Definitions

In this Paper Apart:

- 1.1 **"C Loan Note Instrument"** is as defined in the Facility Agreement;
- 1.2 **"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) the Bank;
- 1.3 **"Finance Documents"** is as defined in the Facility Agreement;
- 1.4 **"Group"** is as defined in the Facility Agreement;
- 1.5 **"Group Company"** is as defined in the Facility Agreement;
- 1.6 **"Indebtedness"** means:
 - 1.6.1 where designated **"Senior"**, all moneys and liabilities now or hereafter due, owing or incurred to the Bank 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
 - 1.6.2 where designated **"Investor"**, all moneys 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;
- 1.7 **"Initial Guarantor"** is as defined in the Facility Agreement;
- 1.8 **"Institutional B Loan Note Instrument"** is as defined in the Facility Agreement;
- 1.9 **"Institutional Credit Support"** means:
 - 1.9.1 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 Institutional Investors; and
 - 1.9.2 the guarantees granted by the Group in favour of the Institutional Investors as holders of the Institutional B Loan Notes pursuant to the terms of the Institutional B Loan Note Instrument;

- 1.10 **"Institutional D Loan Note Instrument"** means the instrument dated on or about 5 November 2002 creating Series D Secured Loan Stock in BFD Group Holdings Limited;
- 1.11 **"Investors"** means the Institutional Investors and the Managers and any assignee or transferee of any interest in the New Equity Documents and **"Investor"** means any of them;
- 1.12 **"New Equity Documents"** means the Institutional B Loan Note Instrument and the C Loan Note Instrument the Institutional D Loan Note Instrument and the documents constituting the Institutional Credit Support;
- 1.13 **"Obligor"** means the Parent, the Guarantors and each Group Company which has undertaken to the Bank or the Investors pursuant to one or more the Finance Documents or New Equity Documents;
- 1.14 **"Security Documents"** is as defined in the Facility Agreement;
- 1.15 **"Senior Discharge Date"** means the date on which all Senior Indebtedness has been fully discharged and all commitments of the Bank to the Obligors in respect of Senior Indebtedness have been terminated or cancelled in accordance with the Finance Documents;
- 1.16 **"Supplemental Intercreditor Deed"** means the supplemental intercreditor deed dated 8 February 2002 between the parties to the Deed of Amendment (other than Industrial Mezzanine Fund L.P.).

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

2.1 **The Parent**

Cameo Foods Limited, Company Number 3730915, 1 St James Court, Friar Gate, Derby DE1 1BT (the **"Parent"**).

2.2 **The Guarantors**

- 2.2.1 Cameo Trustees 2 Limited, Company Number 3758117, 1 St James Court, Friar Gate, Derby DE1 1BT;
- 2.2.2 BFD Cuisine Supreme Limited, Company Number 2811608, 1 St James Court, Friar Gate, Derby DE1 1BT;
- 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 Institutional Investors

2.3.1 BancBoston Investments Inc., 175 Federal street, 10th Floor, Boston MA 02112, USA; and

2.3.2 Industrial Mezzanine Fund L.P., Huguenot House, 28 La Motte Street, St Helier, Jersey JE2 4SZ,

(together the "Institutional Investors").

2.4 The Managers

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

2.4.2 Bernard Cook, Ferndale 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, LA2 9HY,

(together the "Managers").

2.5 The Bank

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

3. **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**

Until the Senior Discharge Date, the Company is prohibited (without the prior written consent of the Bank) from creating or permitting to subsist any security interest over any of its assets to secure, or giving or permitting to subsist any guarantee in respect of, all or any of the Investor Indebtedness other than pursuant to the Institutional Credit Support.

4. **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 other floating charges**

As amended by the Deed of Amendment, the Supplemental Intercreditor Agreement provides that the Indebtedness will rank for all purposes and at all times in the following order of priority for repayment:

4.1 first the Senior Indebtedness; and

4.2 second the Investor Indebtedness on a pari passu basis.

FILE COPY



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
5 NOVEMBER 2002

were delivered pursuant to section 410 of the Companies Act, 1985,
on 22 NOVEMBER 2002.

The instrument relates to a charge created on 5 NOVEMBER 2002

by BFD EDINBURGH LIMITED

in favour of BANCOSTON INVESTMENTS INC.

for securing

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

Given at Companies House, Edinburgh



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



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: 8

(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 acquisition 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
20/11/2002		5/11/02 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: 8

(8)	(9)	(10)	(11)	(12)		
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	Receiver		
				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: 8

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. £
	BFD FOOD GROUP LIMITED AND OTHERS BFD CUISINE SUPREME LIMITED CAMEO TRUSTEES 2 LIMITED CAMEO FOODS LIMITED				