

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

**CHFP025**

Please do not  
write in this  
margin

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

\* insert full name  
of company

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

Pursuant to section 410 and 466 of the Companies Act 1985

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

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**COMPANIES HOUSE**  
**FEE PAID**  
**EDINBURGH**

For official use — Company number

7

SC0917

Name of company

MD (1995) GROUP LIMITED

Date of creation of the charge (note 1)

29 January 2003

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

Senior Security Accession Deed

Names of the persons entitled to charge

ING Bank N.V. London Branch (as security trustee for itself and the other secured parties.

Short particulars of all the property charged

See Paper Apart 1

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

DICKSON MINTO W.S.  
11 WALKER STREET  
EDINBURGH EH3 7NE

(MD-1995.21dd)

DX ED 199

A6/16/DJM/PTA

For official use  
Charges Section

Post room



**SCT      SAS**  
**COMPANIES HOUSE**

13/02/03

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

See Paper Apart 2

*Please do not  
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bold block lettering**

Date(s) of execution of the instrument of alteration

29th JANUARY 2003

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

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

The debt will rank for all purposes and at all times in the following order:  
(A) First, the Priority Senior Debt and the Hedging Liabilities on a pari passu basis;

- (B) Second, the Subordinated Debt;
- (C) Third, the Deferred Senior Debt;
- (D) Fourth, the DDB Debt; and
- (E) Fifth, the Investor Debt

DEFINITIONS:

DDB Debt - means all money and liabilities now or in the future due, owing or incurred to any DDB Noteholder by any Group Company under any DDB document in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related costs, charges and expenses.

Deferred Senior Debt - The excess and extended indebtedness will be Deferred Senior Debt to the extent that (prior to the Subordinated Discharge Date):

- (i) The total principal amount of the New Money Commitments exceeds £45,000,000; and/or
- (ii) any principal amount of the New Money Commitments has a scheduled repayment date later than the Term Loan C Final Repayment Date;

Subordinated Discharge Date - means the date on which all Subordinated Debt has been fully discharged and all commitments of the Subordinated Finance Parties to the Obligors have come to an end in accordance with the Subordinated Finance Documents.

Priority Senior Debt - means Senior Debt other than Deferred Senior Debt.

Investor Debt - means all money and liabilities now or in the future due, owing or incurred to any Investor by any Group Company under any Investor Document in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related costs, charges and expenses.

Subordinated Debt - means all money and liabilities now or in the future due, owing or incurred to any Subordinated Finance Party by any Obligor under any Subordinated Finance Document in any currency, whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all accruing interest and all related costs, losses and charges.

Obligors - means each Borrower, each Guarantor and each other Group Company which has any obligation to any Finance Party under any Finance Document.

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

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

† delete as  
appropriate

Signed Richard Nuto Date 13.02.03

On behalf of [~~company~~] [chargee] †

### 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

## PAPER APART 1

By way of first legal mortgage:-

- (i) all the freehold and leasehold (subject to clause 3.6 (Leases Restricting Charging) of the Senior Debenture) property specified in schedule 1 together with all buildings and fixtures (including trade fixtures) at any time thereon; and
- (ii) all other freehold property and those leasehold (subject to clause 3.6 (Leases Restricting Charging) of the Senior Debenture) properties held on long leases of a term over 21 years owned by it situated in England and Wales together with all buildings and fixtures (including trade fixtures) at any time thereon;

By way of first fixed charge:-

- (i) all other interest (not being charged by clause 2.3(a)) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
- (iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
- (iv) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
- (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;
- (vi) all monies from time to time standing to the credit of any and all of its accounts (including without limitation the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person;
- (vii) all its Intellectual Property Rights;
- (viii) the benefit of all licences, consents agreement and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;
- (ix) its goodwill and uncalled capital;
- (x) if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.

Provided that notwithstanding any other provision of this deed, no freehold, feuhold or leasehold interest or any other such interest in any real property situated in Scotland will be subject to the fixed charge constituted by this deed and the Company will not charge by way of fixed charge (other than by way of standard security) any such interest which it has or may in the future have in any real property situated in Scotland by virtue of the provisions of this deed. But for the avoidance of doubt the provisions of this deed shall apply in relation to the creation of a floating charge over all freehold feuhold or leasehold or any other such interest in any real property situated in Scotland which the Company has or may have in the future.

### **Floating Charge**

As further continuing security for the payment of the Indebtedness, the Company charges with full title guarantee (but subject to any Permitted Security Interest) in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned by way of security under clause 2.5 (Security Agreement).

### **Security Assignment**

As further continuing security for the payment of the Indebtedness, the New Charging Company assigns (absolutely with full title guarantee) to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that until the occurrence of a Declared Default, the New Charging Company shall be entitled to continue to deal with the counterparties to such Assigned Agreements and provided further that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the Assigned Agreements to it (or as it shall direct).

**PAPER APART 2****ADDRESS**

- |     |  |  |
|-----|--|--|
| 1.  | DE FACTO 1007 LIMITED                            | Gawsworth House, Westmore Drive, Crewe, Cheshire CW1 1ZD                     |
| 2.  | DE FACTO 1008 LIMITED                            | Gawsworth House, Westmore Drive, Crewe, Cheshire CW1 1ZD                     |
| 3.  | DE FACTO 1009 LIMITED                            | Gawsworth House, Westmore Drive, Crewe, Cheshire CW1 1ZD                     |
| 4.  | DE FACTO 1010 LIMITED                            | Gawsworth House, Westmore Drive, Crewe, Cheshire CW1 1ZD                     |
| 5.  | DE FACTO 1011 LIMITED                            | Gawsworth House, Westmore Drive, Crewe, Cheshire CW1 1ZD                     |
| 6.  | DE FACTO 1014 LIMITED                            | Gawsworth House, Westmore Drive, Crewe, Cheshire CW1 1ZD                     |
| 7.  | ING BANK N.V. LONDON BRANCH                      | 60 London Wall, London, EC2M 5TQ   |
| 8.  | THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND | Syndicated Lending, PO Box 39900, Bishopsgate, London                        |
| 9.  | GOLDMAN SACHS CREDIT PARTNERS LP,                | Peters Hill, 1 Carter Lane, London EC4V 5ER                                  |
| 10. | ING BANK N.V., LONDON BRANCH                     | Peters Hill, 1 Carter Lane, London EC4V 5ER                                  |
| 11. | THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND | Peters Hill, 1 Carter Lane, London EC4V 5ER                                  |
| 12. | ING BANK N.V. LONDON BRANCH                      | Peters Hill, 1 Carter Lane, London EC4V 5ER                                  |
| 13. | DUKE STREET CAPITAL III LIMITED                  | Almack House, 28 King Street, London SW17 6RA                                |
| 14. | DUKE STREET CAPITAL IV LIMITED                   | Almack House, 28 King Street, London SW17 6RA                                |
| 15. | APAX PARTNERS EUROPE MANAGERS LIMITED            | 15 Portland Place, London W1B 1PT  |
| 16. | WILLIAM ERNEST ARCHER                            | The Priory, 2 Astley Close, Knutsford, Cheshire WA16 8GT                     |
| 17. | GEOFFREY CHARLES WILSON                          | Broadoakes 237, Seabridge Lane, Newcastle under Lyne, Stoke on Trent ST5 0TB |

		ADDRESS
18.	JOHN LEONARD ROGERS	The Old House, The Square, Harnington, Northamptonshire
19.	KENNETH ANTHONY MARKS	279 Dover House Road, Roehampton, London SW15 5BP
20.	JEAN MARKS	279 Dover House Road, Roehampton, London SW15 5BP
21.	ABBEY NATIONAL TREASURY SERVICES OVERSEAS HOLDINGS	Abbey National, ??? Street, London NW1
22.	ABBEY NATIONAL TREASURY SERVICES PLC	Abbey National House, 2 Triton Square, Regents Square, London
23.	ABERDEEN ASSET MANAGEMENT	1 Albryn Place, Aberdeen AB10 1YG
24.	ABERDEEN ASSET MANAGEMENT	1 Albryn Place, Aberdeen AB10 1YG (as manager of Aberdeen City Council Superannuation Fund AFM nominees A/C ADC)
25.	BREDERODE S.A.	Dreve Richelle 161/1 Building K, 1410 Waterloo, Belgium
26.	DRESDNER KLEINWORT WASSERSTEIN LIMITED	20 Fenchurch Street, London EC3P 3PP
27.	ELF HOLDINGS LIMITED	c/o Maples & Calder, Ugland House, PO Box 309, Georgetown, Grand Cayman, Cayman Islands, British West Indies.
28.	ESP CO INVESTMENT LIMITED PARTNERSHIP	1 George Street, Edinburgh EH2 2LL
29.	EUROPEAN STRATEGIC PARTNERS	1 George Street, Edinburgh EH2 2LL
30.	EUROPEAN STRATEGIC PARTNERS 1 LP	1 George Street, Edinburgh EH2 2LL
31.	EUROPEAN STRATEGIC PARTNERS SCOTTISH B	1 George Street, Edinburgh EH2 2LL
32.	EUROPEAN STRATEGIC PARTNERS SCOTTISH C	1 George Street, Edinburgh EH2 2LL
33.	THE GOVERNOR AND COMPNAY OF THE BANK OF SCOTLAND	New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN
34.	ING BANK N.V.	60 London Wall, London EC2M 5TQ



	ADDRESS
35. INTERMEDIATE CAPITAL INVESTMENTS LIMITED	20 Old Broad Street, London EC2N 1DP
36. INTERMEDIATE CAPITAL LIMITED	20 Old Broad Street, London EC2N 1DP
37. INTERMEDIATE CAPITAL GP LIMITED	20 Old Broad Street, London EC2N 1DP
38. PARCOM VENTURES B.V.	PO Box 434 1200 AK, Hilversum, The Netherlands
39. STRAMONGATE NOMINEES LIMITED	101 Wigmore Street, London W1U 1QU
40. PPCP FINANCE II s.a.r.l	12-14 Rue Leon Thyès, L-2636 Luxembourg
41. PPCP II (CO-INVESTMENT) SARL	12-14 Rue Leon Thyès, L-2636 Luxembourg

# FILE COPY



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

Company number 91771

I hereby certify that particulars of an instrument of alteration dated  
29 JANUARY 2003

were delivered pursuant to section 410 of the Companies Act, 1985,  
on 13 FEBRUARY 2003.

The instrument relates to a charge created on 29 JANUARY 2003

by MD (1995) GROUP LIMITED

in favour of

ING BANK N.V. AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER  
SECURED PARTIES

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh  
14 FEBRUARY 2003



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: SC091771 CHARGE: 7

(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
13/02/2003  SENIOR ACCESSION DEED		29/ 1/03 FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	LEGAL MORTGAGE OVER ALL THE FREEHOLD AND LEASEHOLD PROPERTY; FIXED CHARGES OVER ASSETS; FLOATING CHARGE OVER SAME	ING BANK N.V. AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES

# 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: SC091771 CHARGE: 7

(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: SC091771 CHARGE: 7**

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.  £
	DE FACTO 1010 LIMITED AND OTHERS DE FACTO 1009 LIMITED DE FACTO 1008 LIMITED DE FACTO 1007 LIMITED				