

# M

CHFP041

Please do not  
write in  
this margin

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

\* insert full name  
of company

If there is not enough  
space on this form  
you may use the  
prescribed  
continuation sheet  
410cs

## COMPANIES FORM No. 410(Scot)

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

# 410

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge

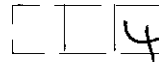
COMPANIES HOUSE

Pursuant to section 410 of the Companies Act 1985

EDINBURGH

To the Registrar of Companies  
(Address overleaf Note 6)

For official use Company number



SC161469

Name of company

\* Optical Express Limited, with its registered office at The Ca'D'Oro, 45 Glasgow  
Street, Glasgow, G1 3PE (the "Chargor")

Date of creation of the charge (note 1)

4 May 2007

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

Floating Charge (the "Charge")

Amount secured by the charge

The Secured Obligations

See Paper Apart 1 for definitions

Names and addresses of the persons entitled to the charge

The Royal Bank of Scotland plc, having its registered address at 36 St  
Andrew Square, Edinburgh, EH2 2YB (the "Security Trustee")

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN

For official use (02/2006)  
Charges Section

FRIDAY



\*SFA3BPN7\*

SCT

18/05/2007

137

COMPANIES HOUSE

Short particulars of all the property charged

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor grants to the Security Trustee a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while the floating charge is in force comprised in the property and undertaking of the Chargor

The Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

Please see Paper Apart 1 for definitions

*Please do not write in this margin*

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

*If there is not enough space on this form you may use the prescribed continuation sheet 410cs*

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

1 The Chargor will not create or permit to arise any fixed security or floating charge or lien (including in each case one which ranks after the Charge as well as one which has priority or ranks pari passu with the Charge) on any of the Property and the Chargor will ensure that no Subsidiary of the Chargor will create or permit to arise any fixed security or floating charge or lien on any of its undertaking property assets or rights other than in each case in favour of the Security Trustee

2 The Charge shall, subject to Section 464(2) of the Companies Act 1985 and to clause 3 2 of the Charge, rank in priority to any fixed security and any other floating charge which shall be created by the Chargor after its execution of the Charge

3 Any fixed security granted by the Chargor in favour of the Security Trustee for and on behalf of the Finance Parties either before or after the Chargor's execution of the Charge shall in all such respects rank in priority to the Charge

Please see Paper Apart 1 for definitions

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

Nil

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

Signed Dennis & Wm CS UP

Date 17 May 2007

On behalf of [company] [chargee] †

**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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. 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  
DX 235 Edinburgh or LP-4 Edinburgh 2

† delete as appropriate

**This is the Paper Apart 1 referred to in the foregoing Companies House Form 410 relative to the Charge granted by the Chargor in favour of the Security Trustee dated 4 May 2007.**

In this Form 410 the following terms shall have the following meanings

**"Facility"** and **"Facilities"** have the meaning given to them in the Facility Agreement,

**"Facility Agreement"** means the facility agreement among the Parent, the subsidiaries of the Parent listed in Part I of Schedule 1 of the Facility Agreement as Original Borrowers, the subsidiaries of the Parent listed in Part 1 of Schedule 1 of the Facility Agreement as Original Guarantors, the financial institutions listed in Part II and Part III of Schedule 1 of the Facility Agreement as Original Lenders, The Royal Bank of Scotland plc as Mandated Lead Arranger, Agent, Security Trustee and Hedge Counterparty dated on or around the date of the Charge and as amended, supplemented, varied, restated, novated and replaced from time to time,

**"Finance Document"** has the meaning given to it in the Facility Agreement,

**"Obligor"** has the meaning given to it in the Facility Agreement,

**"Parent"** has the meaning given to it in the Facility Agreement,

**"Property"** means the whole and any part of the property charged by Clause 2 of the Charge,

**"Secured Obligations"** means all present and future obligations and liabilities of any kind and in any currency (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under any Finance Document, including, for the avoidance of doubt, any liability arising from any and all amendments, supplements or restatements of any Finance Document from time to time including (without limitation) any and all increases in the Facilities from time to time, except for any obligation or liability, which, if it were so included, would result in the Charge contravening any law (including section 151 of the Companies Act 1985),

**"Subsidiary"** has the meaning given in Section 736 of the Companies Act 1985, and

**"Secured Party"** has the meaning given to it in the Facility Agreement

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 161469

I hereby certify that a charge created by

OPTICAL EXPRESS LIMITED

on 4 MAY 2007

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of THE ROYAL BANK OF SCOTLAND plc

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 18 MAY 2007      given at Companies House, Edinburgh  
23 MAY 2007



**C O M P A N I E S   H O U S E**

