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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

CHFP025

Please do not
write in this
margin

Pursuant to section 410 of the Companies Act 1985

COMPANIES HOUSE
FEE PAID
EDINBURGH

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

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number

1110

SC190329

Name of company

* 3ED HOLDINGS LIMITED (the "Company")

Date of creation of the charge (note 1)

1 February 2008

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

Deed of Pledge (the "Instrument")

Amount secured by the charge

All present and future monies, debts, obligations and liabilities due, owing or incurred by the Company to the Secured Creditors under or in connection with any Secured Finance Document or any document supplemental thereto (in each case, whether alone or jointly, or jointly and severally, with any other Person whether actually or contingently and whether as principal, surety or otherwise) (the "Liabilities")

Except to the extent that the context requires otherwise, any reference in the Instrument to any "document" (including the Instrument) is a reference to that document as from time to time amended, supplemented, novated, restated or replaced as permitted by the Secured Finance Documents and includes a reference to any document which so amends, supplements, novates, restates, replaces or is entered into, made or given under or in accordance with any of the terms of that document

For definitions see Paper Apart Part III

Names and addresses of the persons entitled to the charge

Bank of Scotland plc at New Superior House, 11 Earl Grey Street, Edinburgh, EH3 9BN (the "Security Trustee"), which expression includes its successors and assignees, as security trustee for itself and the Secured Creditors

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

McGrigors LLP
5 Old Bailey
London
EC4M 7BA

020 7054 2500

CZH/00008B/002448/885686 1

For official use (06/2005)

Charges Section

Post room

SATURDAY



S2UW8X9Y
SCT 16/02/2008 1856

COMPANIES HOUSE

Short particulars of all the property charged

Please do not
write in
this margin

See Paper Apart Part I

For definitions see Paper Apart Part III

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)

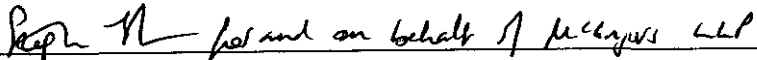
See Paper Apart Part II

For definitions see Paper Apart Part III

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

N/A

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

Signed  Date 12/2/08

On behalf of ~~XXXXXXXX~~ [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

Paper Apart to Form 410

3ED HOLDINGS LIMITED
(Company No. SC190329)

PART I

Short Particulars of all the Property Charged

1 **Security**

- 1 1 **Pledge of Shares:** The Company, as continuing security for the payment and discharge of all Liabilities in the manner and at the times provided for in the Secured Finance Documents (but, for the avoidance of doubt, without liability on the part of the Company to pay or discharge the Liabilities), from the date of the Instrument
- 1 1 1 pledged and charged the Existing Shares and any other Secured Assets to which it is entitled at the date of the Instrument in favour of the Security Trustee, and
- 1 1 2 irrevocably and unconditionally undertook to pledge and charge any Secured Assets to which it becomes entitled after the date of the Instrument in favour of the Security Trustee in accordance with the remaining provisions of the Instrument

PART II

Restrictions and Ranking Provisions

1 **Restrictions on Dealing**

- 1 1 **Security:** The Company shall not create or have outstanding any Security on, over or with respect to any of its present or future Secured Assets except for
- 1 1 1 The Charge, and
- 1 1 2 any other Security permitted by clause 8 2 4 of the Common Terms Agreement and not prohibited by any other Secured Finance Document
- 1 2 **Disposal:** The Company shall not transfer, assign or otherwise dispose of all or any part of any of the Secured Assets

PART III

Definitions

"Account Bank Agreement" means the agreement dated on or about the date of the Instrument between the Borrower, the Holding Company, the Account Bank, the Security Trustee and the Global Agent in relation to the establishment and operation of the Project Accounts held with the Account Bank together with any bank mandates, fee letters or safekeeping agreements agreed between the Borrower or (as the case may be) the Holding Company and the Account Bank in relation thereto,

"Advance" means an advance under the Base Credit Facility (including for the purposes of the Base Credit Facility, the Refinancing Advance) or the Debt Service Reserve Facility made, or to be made, by the Base Credit Banks or the Debt Service Reserve Facility Banks respectively under this Agreement or, as the case may be, the outstanding principal amount of any such advance,

"Agency" means any agency, authority, central bank, department, government, legislative, minister, ministry, official, public utility, institution or public or statutory Person (whether autonomous or not) of, or of the government of, the United Kingdom, the European Union or any other relevant jurisdiction,

"Amendment Agreement" means the amendment and restatement deed in relation to certain of the Senior Lender Finance Documents (including the Common Terms Agreement) dated on or around the date of the Instrument,

"Approved Hedging Programme" means at any time the Original Hedging Agreement and such other agreements for the management of the Borrower's exposure to changes in floating rates of interest as the Global Agent may approve,

"Arranger" means Bank of Scotland plc,

"Assets" means all or part of a Person's business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital wherever situated,

"Banks" means, at any time, the banks and financial institutions having Outstandings and/or Commitments under the Banks Facility Agreement,

"Banks Agent" means Bank of Scotland plc,

"Banks Facility Agreement" means the Loan Facility Agreement dated 26 July 2000 as amended and restated by the Amendment Agreement between, *inter alios*, the Borrower, and the Bank of Scotland plc as Banks Agent and Arranger,

"Base Credit Banks" means the Banks from time to time having Base Credit Commitments,

"Base Credit Commitment" has the meaning given to it in the Common Terms Agreement,

"Base Credit Facility" is defined in Clause 2.1.1 of the Common Terms Agreement,

"Base Credit Outstandings" means, in relation to a Bank at any time, the aggregate of its share of all (if any) Advances outstanding under the Base Credit Facility,

"Borrower" means 3ED Glasgow Limited, a company incorporated in Scotland (Registered No SC190330),

"Borrower Assignment of Contracts" means the Scots law assignment of contracts dated 26 July 2000 created by the Borrower in favour of the Security Trustee,

"Borrower Assignment of Accounts, Insurances and Agreement" means the English law assignment of accounts, insurances and agreement dated 26 July 2000 created by the Borrower in favour of the Security Trustee,

"Borrower Floating Charge" means the Scots law floating charge dated 26 July 2000 created by the Borrower in favour of the Security Trustee,

"Borrower Loan Notes" means the Series A and Series B Loan Notes of the Borrower constituted by an instrument dated 26 July 2000 as amended by the Subordinated Amendment and Restatement Agreement,

"Borrower Standard Securities" means the Scots law standard securities over interests in land dated on or about 26 July 2000 and 12 August 2006 created by the Borrower in favour of the Security Trustee,

"Borrower Project Accounts" means any account of the Borrower so designated pursuant to Clause 11.2 of the Common Terms Agreement,

"Charge" means the security created or expressed to be created by or pursuant to this Instrument,

"Commitment" means, in relation to a Bank at any time, its Base Credit Commitment and its Debt Service Reserve Commitment,

"Common Terms Agreement" means the common terms agreement dated 26 July 2000 between, among others, the Banks Agent, the Borrower, EIB and the Global Agent as amended by the Amendment Agreement,

"Consortium Relief Agreement" means the agreement so entitled dated on or about 26 July 2000 between, among others, the Borrower, HPIL and Halifax plc,

"Construction Contract" means the agreement dated on or about 26 July 2000 between the Borrower and the Contractor relating to the design, construction, reconstruction and refurbishment of the Project Schools by the Contractor,

"Contractor", without prejudice to the controls on replacements and successors to the original Contractor in this Agreement, has the meaning set out in the Project Agreement,

"Contractor Direct Agreement" means the agreement dated on or about 26 July 2000 between the Borrower, the Security Trustee, the Global Agent and the Contractor in respect of the Construction Contract,

"Council" means Glasgow City Council,

"Debt Service Reserve Banks" means the Banks from time to time having Debt Service Reserve Commitments,

"Debt Service Reserve Commitment" has the meaning given to it in the Common Terms Agreement,

"Debt Service Reserve Facility" is as defined in Clause 2.1.2 of the Common Terms Agreement,

"Debt Service Reserve Outstandings" means, in relation to a Bank at any time, the aggregate of its share of all (if any) Advances outstanding under the Debt Service Reserve Facility,

"Direct Agreements" means

- (a) the Contractor Direct Agreement
- (b) the Service Provider Direct Agreements
- (c) the Finance Direct Agreement
- (d) the Shareholder Funding Agreement and
- (e) the Life Cycle Direct Agreement,

"Dividends" means all present and future

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of any of the Shares,
- (b) rights, shares, money or other assets accruing or offered by way of redemption bonus, option or otherwise in respect of any of the Shares,
- (c) allotments, offers and rights accruing or offered in respect of any of the Shares, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Shares,

provided, for the avoidance of doubt, that dividends and other distributions paid prior to the occurrence of an Enforcement Event shall not be subject the Instrument, and shall be released from the security created by the Instrument,

"EIB" means European Investment Bank,

"EIB Finance Contract" means the finance contract dated 26 July 2000 between EIB and the Borrower as amended and restated by the Amendment Agreement,

"Enforcement Event" means

- (a) the occurrence of an Event of Default, or
- (b) the issue of a notice by the Banks Agent pursuant to clause 17 of the Banks Facility Agreement, or
- (c) the issue of a demand by EIB pursuant to clause 10.1 of the EIB Finance Contract,

"Equity" means any share capital of any nature (whether equity share capital or otherwise), of the Obligors,

"Event of Default" has the meaning given to it in the Common Terms Agreement,

"Existing Shares" means the shares in the capital of the Intermediate Holding Company, being 1,000 Ordinary share of £1 each,

"Fees Letters" means the fees letters referred to in Clause 5 of the Common Terms Agreement and clause 9 of the Banks Facility Agreement,

"Finance Direct Agreement" means the direct agreement dated on or about 26 July 2000 between the Borrower, the Security Trustee, the Global Agent and the Council in respect of inter alia the Project Agreement,

"FM Services Sub Contract" means the agreement dated on or about 26 July 2000 between the FM Services Provider and the Borrower as amended by the FM Supplemental Agreement,

"FM Services Provider" means Amey Business Services Limited,

"FM Supplemental Agreement" means the supplemental agreement in relation to the FM Services Sub Contract dated on or around the date of the Instrument,

"Further Shares" means any shares in the capital or Intermediate Holding Company (other than the Existing Shares) at any time and from time to time held by the Company,

"Global Agent" means Bank of Scotland plc,

"HC Assignment of Account" means the assignment of account dated on or about 26 July 2000 given by the Holding Company in favour of the Security Trustee,

"HC Assignment of Contracts" means the Scots law assignation of contracts dated on or about 26 July 2000 created by the Holding Company in favour of the Security Trustee,

"HC Distribution Account" means the account so designated and maintained pursuant to Clause 11 23 of the Common Terms Agreement

"HC Floating Charge" means the Scots law floating charge dated on or about 26 July 2000 created by the Holding Company in favour of the Security Trustee,

"HC Proceeds Account" means the account so designated and maintained pursuant to Clause 11 22 of the Common Terms Agreement,

"HC Project Accounts" means the HC Distribution Account and the HC Proceeds Account,

"HC Share Pledge" means the Scots law share pledge dated on or about 26 July 2000 created by the Holding Company in favour of the Security Trustee,

"Hedging Agreements" means the Original Hedging Agreements, and any other agreement entered into pursuant to the Approved Hedging Programme,

"Hedging Counterparty" means the Original Hedging Counterparty and any party acceding hereto in accordance with Clause 18 3 of the Common Terms Agreement as a Hedging Counterparty,

"Holding Company" means a company incorporated in Scotland (Registered No SC190329) whose registered office is at 6th Floor, Newton House, 457 Sauchiehall Street, Glasgow G2 3LG,

"HPIL" means Halifax Projects Investments Limited,

"ICT Services Sub Contract" means the agreement dated on or about 26 July 2000 between the ICT Services Provider and the Borrower relating to the provision of information and computer technology services as amended by the ICT Supplemental Agreement,

"ICT Services Provider" means Mitel Telecom Limited,

"ICT Supplemental Agreement" means the supplemental agreement in relation to the ICT Services Sub Contract dated on or around the date of the instrument,

"Inter company Loan Agreement" means the loan agreement between the Sister Company and the Intermediate Holding Company dated on or around the date of the Instrument,

"Intermediate Holding Company" means the Company,

"Intermediate Holding Company Floating Charge" means the Scottish law floating charge dated on or around the date of the Instrument given by the Intermediate Holding Company in favour of the Security Trustee,

"Intermediate Holding Company Security Documents" means

- (a) the Intermediate Holding Company Shares Pledge, and
- (b) the Intermediate Holding Company Floating Charge,

"Intermediate Holding Company Shares Pledge" means the shares pledge dated on or around the date of the Instrument given by the Intermediate Holding Company (in respect of its shareholding in the Borrower and the Sister Company) in favour of the Security Trustee,

"Junior Secured Creditors" means

- (a) the holders of the Series A loan notes of the Borrower issued under an instrument dated on or about 26 July 2000, or
- (b) after the repayment of such Series A Loan Notes in full, the holders of the Series B loan notes of the Borrower issued under an instrument dated on or about 26 July 2000,

"Junior Secured Finance Documents" means

- (a) the Series A loan notes of the Borrower issued under an instrument dated on or about 26 July 2000 or
- (b) after the repayment of such Series A Loan Notes in full, the Series B loan notes of the Borrower issued under an instrument dated on or about 26 July 2000,

"Junior Subordinated Creditors" means,

- (a) at any time while the Series A loan notes of the Borrower issued under an instrument dated on or about the date of this Agreement remain outstanding, the holders of the Series B loan notes of the Borrower issued under an instrument dated on or about 26 July 2000, and
- (b) the Sister Company in respect of the Inter company Loan Agreement

"Letter of Undertaking" means the letter of undertaking dated on or around the date of the Instrument from the Intermediate Holding Company to Bank of Scotland plc regarding the stamping of certain documents at HM Revenue and Customs Stamp Office,

"Life Cycle Contract" means the agreement so entitled dated on or about 26 July 2000 between the Borrower and the Life Cycle Joint as amended by the Life Cycle Supplemental Agreement,

"Life Cycle Direct Agreement" means the agreement dated on or about 26 July 2000 between the Borrower, the Security Trustee, the Global Agent and the Life Cycle Joint Venture in respect of the Life Cycle Contract,

"Life Cycle Joint Venture" means the joint venture between Amey Construction Limited and The Miller Group Limited,

"Life Cycle Supplemental Agreement" means the supplemental agreement in relation to the Life Cycle Contract dated on or around the date of the Instrument,

"New Hedging Agreement" means the amendment and restatement agreement dated on or around the date of the Instrument among the Borrower and the Original Hedging Counterparty relating to the Original Hedging Agreement,

"Obligors" means the Borrower, the Holding Company, the Intermediate Holding Company and the Sister Company and **"Obligor"** means any of them,

"Original Hedging Agreements" means the ISDA Master Agreement dated on or about 26 July 2000 between the Borrower and the Original Hedging Counterparty and the confirmation(s) of the same date thereunder, and any ancillary documentation relating thereto,

"Original Hedging Counterparty" means Bank of Scotland plc,

"Outstandings" means, in relation to a Bank at any time, its Base Credit Outstandings and its Debt Service Reserve Outstandings,

"PA Supplemental Agreement" means the supplemental agreement dated on or about the date of the Instrument between Glasgow City Council and the Borrower amending the terms of the Project Agreement,

"Person" means any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust state or Agency of a state (in each case, whether or not having separate legal personality),

"Project Accounts" means the Borrower Project Accounts and the HC Project Accounts,

"Project Agreement" means the project agreement dated 29 June 2000 between the Borrower and the Council in relation to the Glasgow City Council Schools PPP Project as amended by a Supplemental Agreement dated on or about 26 July 2000 and as further amended and supplemented by the PA Supplemental Agreement,

"Project Schools" has the meaning given to it in the Project Agreement,

"Refinancing Borrower Floating Charge" means the Scottish law bond and floating charge dated on or around the date of the Instrument by the Borrower in favour of the Security Trustee,

"Refinancing Borrower Assignment of Accounts, Insurance and Agreement" means the assignment of accounts, insurances and agreement dated on or around the date of the Instrument given by the Borrower in favour of the Security Trustee,

"Refinancing Borrower Standard Securities" means the standard securities in respect the Borrower's interest in land dated on or around the date of the Instrument given by the Borrower in favour of the Security Trustee,

"Refinancing Fee Letters" means the fee letters dated on or around the date of the Instrument being the Arrangers arrangement fee letter and EIB's up front fee letter,

"Refinancing Finance Documents" means

- (a) the Amendment Agreement,
- (b) the New Hedging Agreement,
- (c) the Refinancing Security Documents,
- (d) the Refinancing Fees Letters,
- (e) the Subordinated Amendment and Restatement Agreement,
- (f) the Inter company Loan Agreement, and
- (g) the Letter of Undertaking,

"Refinancing HC Assignment of Contracts" means the assignment in security dated on or around the date of the Instrument given by the Holding Company in favour of the Security Trustee,

"Refinancing HC Floating Charge" means the Scottish law floating charge dated on or around the date of the Instrument by the Holding Company in favour of the Security Trustee,

"Refinancing HC Assignment of Account" means the assignment of account dated on or around the date of the Instrument given by the Holding Company in favour of the Security Trustee,

"Refinancing HC Shares Pledge" means the Instrument,

"Refinancing Security Documents" means

- (a) the Refinancing Borrower Floating Charge,
- (b) the Refinancing Borrower Assignment of Accounts, Insurances and Agreement,
- (c) the Refinancing Borrower Assignment of Contracts,
- (d) the Refinancing Borrower Standard Securities,
- (e) the Refinancing HC Floating Charge,
- (f) the Refinancing HC Assignment of Account,

- (g) the Refinancing HC Assignment of Contracts,
- (h) the Refinancing HC Shares Pledge,
- (i) the Intermediate Holding Company Security Documents, and
- (j) the Sister Company Floating Charge,

"Secured Assets" means the Existing Shares, the Further Shares and all other rights, assets or property which are pledged or secured by the Instrument or agreed to be pledged or secured by the Instrument or which are otherwise from time to time subject to the Instrument and all Dividends,

"Secured Creditors" means the Senior Secured Creditors and the Junior Secured Creditors,

"Secured Finance Documents" means the Senior Secured Finance Documents and the Junior Secured Finance Documents,

"Security" means any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "hold back" or "flawed asset" arrangement (and **"Secured"** shall be construed accordingly),

"Security Documents" means

- (a) the Borrower Assignment of Accounts, Insurances and Agreements,
- (b) the Borrower Assignment of Contracts,
- (c) the Borrower Floating Charge,
- (d) the Borrower Standard Securities,
- (e) the HC Share Pledge,
- (f) the HC Assignment of Account,
- (g) the HC Floating Charge,
- (h) the HC Assignment of Contracts,
- (i) the Direct Agreements, and
- (j) the Refinancing Security Documents

any other future documents evidencing or creating any Security over any asset of any of the Obligors to secure any obligations of the Obligors to a Secured Creditor under the Secured Finance Documents,

"Senior Lender" means EIB and Bank of Scotland plc and **"Senior Lenders"** means all of them,

"Senior Lender Finance Documents" means

- (a) (i) the Banks Facility Agreement,

- (ii) the EIB Finance Contract,
 - (iii) the Security Documents,
 - (iv) the Common Terms Agreement,
 - (v) the Subordination Agreement,
 - (vi) the Account Bank Agreement,
 - (vii) the Fees Letters,
 - (viii) the Shareholder Funding Agreement,
 - (ix) the Consortium Relief Agreement, and
 - (x) the Refinancing Finance Documents (other than the Subordinated Amendment and Restatement Agreement and the Inter company Loan Agreement)
- (b) all agreements and other documents which the Global Agent and the Borrower agree shall be a Senior Lender Finance Document

"Senior Secured Creditors" means the Security Trustee, the Global Agent, the Banks Agent, the Senior Lenders and the Hedging Counterparties,

"Senior Secured Finance Documents" means the Senior Lender Finance Documents, the Original Hedging Agreement and any other Hedging Agreement effected pursuant to the Approved Hedging Programme,

"Series A Loan Notes" means the Series A loan notes of the Borrower constituted by an instrument dated 26 July 2000 as amended by the Subordinated Amendment and Restatement Agreement,

"Series B Loan Notes" means the Series B loan notes of the Borrower constituted by an instrument dated 26 July 2000 as amended by the Subordinated Amendment and Restatement Agreement,

"Service Providers" means the FM Services Provider and the ICT Services Provider,

"Service Provider Direct Agreements" means the agreements dated on or about 26 July 2000 between the Borrower, the Security Trustee, the Global Agent and each Service Provider in respect of its respective Service Provider Sub Contract,

"Service Provider Parent Company Guarantees" means the guarantees dated on or about 26 July 2000 provided by Amey plc and Mitel Corporation Inc in respect of the obligations of Amey Business Services Limited and Mitel Telecom Limited respectively under the FM Services Sub Contract and the ICT Services Sub Contract respectively,

"Service Provider Sub-Contracts" means the FM Services Sub Contract and the ICT Services Sub Contract,

"Shareholders" means the shareholders of the Holding Company from time to time, now being, at the date of the Instrument, Trillium PPP Investment Partners No 2 Limited, John

Laing Social Infrastructure Limited and Uberior Infrastructure Investments Limited, and
"Shareholder" means any one of them.,

"Shares" means the Existing Shares and the Further Shares.,

"Shareholder Funding Agreement" means the agreement with that title dated on or about 26 July 2000 between

- (a) the Shareholders and the Holding Company for the subscription of Equity by the Shareholders in the Holding Company,
- (b) the Shareholders, Halifax plc and the Borrower for the subscription of Borrower Loan Notes,
- (c) the Holding Company and the Borrower for the subscription of Equity by the Holding Company in the Borrower, and
- (d) the Global Agent and Security Trustee

"Sister Company" means 3ED Sisterco Limited a company registered under the laws of England with Registered Number SC328041,

"Sister Company Floating Charge" means the floating charge dated on or around the date of the Charge given by the Sister Company in favour of the Security Trustee,

"Subordinated Amendment and Restatement Agreement" means the amendment and restatement agreement relating to the Subordinated Finance Documents among the Borrower, the Holding Company, the Shareholders and the Subordinated Creditors dated on or around the date of the Instrument,

"Subordinated Creditors" means the Junior Subordinated Creditors and the Junior Secured Creditors

"Subordinated Finance Document" has the meaning ascribed thereto in the Subordination Agreement,

"Subordination Agreement" means the subordination agreement dated on or about 26 July 2000 between the Security Trustee, the Global Agent, the Subordinated Creditors, the Borrower and the Holding Company as amended pursuant to the Amendment Agreement,

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 190329

I hereby certify that a charge created by

3 ED HOLDINGS LIMITED

on 1 FEBRUARY 2008

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of BANK OF SCOTLAND PLC

was delivered pursuant to section 410 of the Companies Act, 1985,
on 16 FEBRUARY 2008 given at Companies House, Edinburgh
20 FEBRUARY 2008



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



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**