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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

166787/13

395

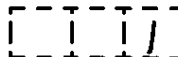
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6250998

Name of company

* BCA PROPHOLDCO 5 LIMITED (the "Company")

Date of creation of the charge

4 April 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE dated 4 April 2008 between (1) the Charging Companies and (2) THE ROYAL BANK OF SCOTLAND PLC (acting as the Security Agent) (the "Deed")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Senior Finance Party by any Charging Company or any other Obligor under any Senior Finance Document as at 4 April 2008 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness")

(continued on Addendum 2/4)

Names and addresses of the mortgagees or persons entitled to the charge

THE ROYAL BANK OF SCOTLAND PLC, 3rd Floor, 135 Bishopsgate, London as security trustee for itself and the other Senior Finance Parties (the "Security Agent")

Postcode EC2M 3UR

Presentor's name address and
reference (if any)

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

TYB/R546 00770/7208925v2

Time critical reference

For official Use (06/2005)
Mortgage Section

SATURDAY



A02

AZ5HZYTL

12/04/2008

COMPANIES HOUSE

207

1 CHARGING CLAUSE

1.1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 4 April 2008 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(i) all freehold and leasehold property (including the property specified in schedule 2 of the Deed, as set out in the schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(b) by way of first fixed charge

(continued on Addendum 4/4)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashurst LLP

Date

11/04/2008

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

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

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Name of company

*insert full name
of Company

* BCA PROPHOLDCO 5 LIMITED (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

In this Form 395

"Agreed Security Principles" means the principles set out in schedule 9 (Agreed Security Principles) of the Senior Facilities Agreement,

"Assigned Agreements" means the Hedging Agreements, the Insurances and any other agreement designated as an Assigned Agreement by the Company and the Security Agent,

"Book Debts" means all book and other debts arising in the ordinary course of trading,

"Borrower" means an Original Borrower or any other Group Company which becomes a borrower under any Senior Finance Document, unless it has ceased to be a borrower in accordance with that Senior Finance Document,

"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed,

"Charging Companies" means each of the companies listed in schedule 1 of the Deed, as set out in the schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 4 of the Deed, as set out in the schedule 4 hereto, and/or such other accounts of the Company as the Security Agent and Company shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 28 20 (Acceleration) of the Senior Facilities Agreement,

"Disposal" means a sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading),

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Event of Default" means Events of Default as defined in the Senior Facilities Agreement,

"Facility Agent" means The Royal Bank of Scotland plc,

"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Deed, as set out in clause 1 2 below,

"Group Company" means Group Company as defined in the Senior Facilities Agreement;

Name of company

*insert full name
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* BCA PROPHOLDCO 5 LIMITED (the "Company")

"Guarantor" has the meaning given to it in the Senior Facilities Agreement,

"Hedging Agreement" means the Hedging Agreements as defined in the Senior Facilities Agreement,

"Holding Account" means an account

(a) held with the Facility Agent or Security Agent,

(b) designated by the Parent and the Facility Agent as a Holding Account, and

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time),

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means the Intellectual Property Rights owned or used by Group Companies throughout the world or the interests of any Group Company in any of those Intellectual Property Rights, together with the benefit of all agreements entered into or the benefit of which is enjoyed by any Group Company relating to the use or exploitation of any of those Intellectual Property Rights,

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Lender" means

(a) any Original Lender, and

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement,

"Mandatory Prepayment Account" means an interest-bearing account

(a) held with the Facility Agent or Security Agent,

(b) designated by the Parent and the Facility Agent as a Mandatory Prepayment Account,

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Facility Agent and Security Agent, and

(d) from which no withdrawals may be made by any Group Company except as contemplated by this agreement,

"Nominated Account" means such account as the Security Agent may nominate for the deposit of the proceeds of Other Debts following the occurrence of an Event of Default which is continuing,

"Obligor" means a Borrower, a Pledgor or a Guarantor as defined in the Senior Facilities Agreement,

"Original Borrower" means Falcon Bidco Limited, a company incorporated in the UK under number 5879148,

"Other Debts" means the debts and claims identified in clause 3 1(b)(iv) of the Deed, as set out in clause 1 1(b)(iv) below,

"Pledgor" has the meaning given to it in the Senior Facilities Agreement,

Name of company

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* BCA PROPHOLDCO 5 LIMITED (the "Company")

"Quasi-Security" has the meaning given to that term in clause 27 14 (Negative Pledge) of the Senior Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Agent" means The Royal Bank of Scotland plc,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 of the Deed, with those amendments which the Security Agent may approve or reasonably require,

"Senior Facilities Agreement" means the facilities agreement dated 18 September 2006 under which certain lenders have made available £379,500,000 of facilities to certain Group Companies as amended and restated pursuant to an amendment and restatement deed dated 20 October 2006 and as further amended and restated pursuant to an amendment and restatement agreement dated 17 November 2006,

"Senior Finance Document" means the Senior Facilities Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Senior Finance Document" by the Parent and the Facility Agent (terms as defined in the Senior Facilities Agreement),

"Senior Finance Party" means the Facility Agent, an Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty, a Fronting Ancillary Lender, a Fronted Ancillary Lender and any Ancillary Lender (terms as defined in the Senior Facilities Agreement),

"Subsidiary" means any of

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985,
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,
- (c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise, and
- (d) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 of the Deed, as set out in schedule 3 hereto

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* BCA PROPHOLDCO 5 LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

(i) all other interests (not charged under clause 3 1(a) of the Deed, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and 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 those Book Debts,

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,

(v) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, the Nominated Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,

(vi) all its Intellectual Property and Intellectual Property Rights,

(vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(viii) its goodwill and uncalled capital,

(ix) if not effectively assigned by clause 3 3 (Security Assignment) of the Deed, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements

1 2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 4 April 2008 and its future assets whether or not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Deed, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Deed, as set out in clause 1 3 below

1 3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned by way of security with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Deed, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

1 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent has reasonable grounds to believe that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy, the Security Agent may, by notice to the Company, convert the floating charge created under the Deed into a fixed

Name of company

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* BCA PROPHOLDCO 5 LIMITED (the "Company")

specifies in the notice The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Deed

1 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

2 1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Senior Finance Parties provided by or pursuant to the Deed or by law,

(ii) to confer on the Security Agent or on the Senior Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed

(b) Subject to the Agreed Security Principles, the Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Senior Finance Parties by or pursuant to the Deed

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) (a "Disposal") or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Facilities Agreement (provided that the proceeds derived from the Disposal are transferred to a Group Company as soon as reasonably practicable after receipt and the Company shall procure that they are then applied by the Company in accordance with clause 12 (Mandatory Prepayment) of the Senior Facilities Agreement as if the Disposal had been made by the Company) or with the prior consent of the Security Agent

Name of company

*insert full name
of Company

* BCA PROPHOLDCO 5 LIMITED (the "Company")

SCHEDULE 1

Charging Companies

Name	Registered Number
BCA Propholdco 4 Limited	6251063
BCA Propholdco 5 Limited	6250998
BCA Propco 4 Limited	6195210
BCA Propco 5 Limited	6195213

SCHEDULE 2

Details of Properties

Registered Land				
Charging Company	Site Name	Address or description	(Freehold Leasehold)	Title No

NONE AT THE DATE OF THE DEED

SCHEDULE 3

Subsidiary Shares

Charging Company holding legal title to shares	Subsidiary	Number and class of Shares	Details of nominees (if any)
BCA Propholdco 5 Limited	BCA Propco 5 Limited	Authorised Share Capital £100 divided into 100 Ordinary Shares, £1 each Issued Share Capital £50 divided into 50 Ordinary Shares, £1 each	N/A

SCHEDULE 4

Details of Collection Accounts

Account Holder	Account Bank	Sort Code	Account Number
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NONE AT THE DATE OF THE DEED

Company number

6250998

Name of company

*insert full name
of Company

* BCA PROPHOLDCO 5 LIMITED (the "Company")



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6250998
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 APRIL 2008
AND CREATED BY BCA PROPHOLDCO 5 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY
CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY
SENIOR FINANCE PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 12 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2008

PJR



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES