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CHFP041

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legibly, preferably  
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lettering  
• insert full name  
of company

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410cs

## COMPANIES FORM No. 410(Scot)

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

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

Pursuant to section 410 of the Companies Act 1985

# 410

COMPANIES HOUSE

FEE PAID £13

EDINBURGH

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

For official use      Company number



SC146610

Name of company

\* DCM (Optical Holdings) Limited (the "Chargor")

Date of creation of the charge (note 1)

11 June 2009

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

A bond and floating charge granted by, amongst others, the Chargor in  
favour of the Royal Bank of Scotland plc dated 11 June 2009 (the "Charge")

Amount secured by the charge

The Chargor's liabilities to the Bank of any kind and in any currency  
(whether present or future actual or contingent and whether incurred alone  
or jointly with another) together with the Bank's charges and commission  
Interest and Expenses and including, without limitation, all present and  
future obligations and liabilities of the Chargor to the Bank (in any  
capacity whatsoever) under the Facility Agreement and the other Finance  
Documents) (the "Secured Obligations").

See Paper Apart for definitions

Names and addresses of the persons entitled to the charge

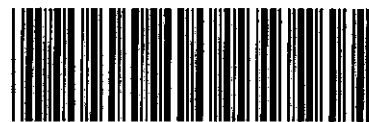
The Royal Bank of Scotland plc, with registered number SC090312 and having  
its registered address at 36 St Andrew Square, Edinburgh, EH2 2YB (the  
"Bank")

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

Dundas & Wilson CS LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh EH1 2EN  
NJWS/DOR/RBS011.0093

For official use (02/2006)  
Charges Section

FRIDAY



\*SIV6UB1H\*  
SCT 26/06/2009 40  
COMPANIES HOUSE

## Short particulars of all the property charged

1. As a continuing security for the payment and discharge of the Secured Obligations, the Chargor grants to the Bank 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.

2. The Charge is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

See Paper Apart for definitions.

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*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 Bank.

2. Unless otherwise agreed in writing by the Bank, 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 Bank either before or after the Chargor's execution of the Charge shall in all such respects rank in priority to the Charge.

See Paper Apart for definitions.

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

Nil

Signed

Date 25/6/09

On behalf of [company] [chargee] †

*A fee 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. "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 referred to in the foregoing Form 410 relative to the Floating Charge granted by, amongst others, the Chargor in favour of the Royal Bank of Scotland plc created 11 June 2009**

In the foregoing Form 410 the following terms shall have the following meanings:

<b>Agent:</b>	Has the meaning given to it in the Facility Agreement
<b>Company:</b>	DCM (Optical Holdings) Limited (registered number SC146610) whose registered office is at 45 Gordon Street, Glasgow G1 3PE
<b>Expenses:</b>	All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Secured Obligations or in taking or perfecting this document or in assigning discharging preserving defending or enforcing the security created by this document or in exercising any power under this document or otherwise with Interest from the date they are incurred
<b>Facility Agreement:</b>	The facility agreement among the Company as the Parent, the subsidiaries of the Company listed in part I of Schedule 1 thereof as Original Borrowers, the subsidiaries of the Company listed in part I of Schedule 1 thereof as Original Guarantors, the financial institutions listed in part II and part III of Schedule 1 thereof as Original Lenders, The Royal Bank of Scotland plc as Mandated Lead Arranger, Agent, Security Trustee and Hedge Counterparty dated 4 May 2007, as amended and restated on or around the date hereof and as amended, supplemented, varied, restated, novated and replaced from time to time
<b>Finance Document:</b>	Has the meaning given to it in the Facility Agreement
<b>Hedge Counterparty:</b>	Has the meaning given to it in the Facility Agreement
<b>Interest:</b>	Interest at the rate(s) charged to the Company by the Bank from time to time
<b>Mandated Lead Arranger:</b>	Has the meaning given to it in the Facility Agreement
<b>Original Borrowers:</b>	Has the meaning given to it in the Facility Agreement
<b>Original Guarantors:</b>	Has the meaning given to it in the Facility Agreement
<b>Original Lenders:</b>	Has the meaning given to it in the Facility Agreement
<b>Parent:</b>	Has the meaning given to it in the Facility Agreement
<b>Property:</b>	The whole and any part of the property charged by Clause 2 of the Charge

- Receiver:** An administrative receiver or a receiver or a manager in each case, appointed pursuant to the Charge in respect of the Chargor or any of the Property
- Security Trustee:** Has the meaning given to it in the Facility Agreement



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

COMPANY NO. 146610

CHARGE NO. 8

I HEREBY CERTIFY THAT A CHARGE CREATED BY DCM  
(OPTICAL HOLDINGS) LIMITED

ON 11 JUNE 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF ROYAL BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE  
COMPANIES ACT 1985 ON 26 JUNE 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 26 JUNE 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES