

M

COMPANIES FORM No. 395

395

104426/510

CHWP000

Particulars of a mortgage or charge

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

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

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

		9
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2324522

Name of company

* insert full name of Company

* Polestar Broadley Limited	(the "Chargor")
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Date of creation of the charge

28 October 2004

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

Restated Amendment of and Accession to the Composite Guarantee and Debenture dated 19 June 1998 between New Pac Limited, the Polestar Bindery Company Limited, (Contd).

Amount secured by the mortgage or charge

(Capitalised terms used but not defined in this form 395 have the meaning given to them in Schedule 1 (Definitions) attached hereto.)
(1) All moneys and all liabilities at the date of the Debenture or thereafter due, owing or incurred by the Chargor to the Secured Parties or any of them including, without limitation, all moneys, liabilities due, owing or incurred under or pursuant to the Finance Documents.
(2) All amounts due under the guarantee given by the Chargor of the due performance of all of the obligations of each other Company and/or Corporation under or pursuant to the Finance Documents to which such Company is a party.
(3) All amounts due under the guarantee given by the Chargor for the payment of all moneys and discharge of all liabilities at the date of the Debenture or thereafter due, owing or incurred to the (Contd).

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

J.P. Morgan Europe Limited (formerly Chase Manhattan International Limited), 125 London Wall, London, or such other person as may from time to time be appointed security agent and trustee	
pursuant to the terms of the	Postcode EC2Y 5AJ

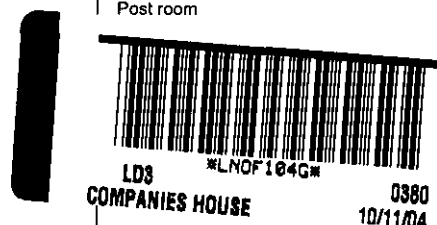
Presentor's name address and reference (if any) :

Gibson Dunn & Crutcher
DX 217
London.

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Fixed Charge: subject to the requirement for landlord consent referred to in clause 3.10 of the Debenture, the Chargor, with full title guarantee (save for Permitted Encumbrances), charges to the Security Trustee as a continuing security for the payment and discharge of the Secured Obligations:

(a) by way of first legal mortgage, all its right, title and interest in each of the properties specified in part 1 of schedule 2 of the Debenture, together with all liens, charges, options, agreements, rights and interests in or over such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

(b) by way of first legal mortgage, all freehold and leasehold property wheresoever situate (other than any property specified in part 2 of schedule 2 of the Debenture and any property in Scotland) now owned by the Chargor or in which the Chargor has an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same; (Contd).

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

Particulars as to commission allowance or discount (note 3)

Signed Gibson, Dunn & Crutcher LLP

Date 8th November 2004

On behalf of [company/mortgagee/chargee]†

*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

Notes

- 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 and the charge was created 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 situate 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

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Please do not
write in this
binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Continuation sheet No ¹
to Form No 395 and 410 (Scot)

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

Company number

2324522

Name of company

Polestar Bradley Limited

Limited *

* delete if
inappropriate

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

The Polestar Group Limited (formerly Webinvest Limited) and J.P. Morgan Europe Limited (the "Second Amendment Deed"); the Second Amendment Deed is (i) an amendment and restatement of an Amendment and Accession Deed supplemental to a Composite Guarantee and Debenture dated 19 June 1998, dated 29 July 2004 (the "First Amendment Deed"); and (ii) supplemental to a Composite Guarantee and Debenture entered into between Webinvest Limited (now The Polestar Group Limited), the Original UK Charging Subsidiaries and Chase Manhattan International Limited (now J.P. Morgan Europe Limited), dated 19 June 1998, as amended and supplemented from time to time, including by the First Amendment Deed and the Second Amendment Deed (the "Debenture"), a copy of each of which is enclosed herewith.

Secured Parties or any of them under or pursuant to the Finance Documents by each other Company or Corporation and by any other present or future Subsidiary of Corporation or of any Company (except any obligations or liabilities of such other Company or Subsidiary as guarantor for the Company concerned), in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Secured Parties or any of them or purchased or otherwise acquired by any of them; denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever.

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

In the case of the guarantee described in (2) and (3) above, if for any reason any such person fails to discharge any such liability or to pay any such moneys, the Chargor and each Company (other than such person) shall immediately on demand by the Security Trustee discharge such liability or, as the case may be, pay such moneys to the Security Trustee.

The liabilities referred to above under (1), (2) and (3) include without limitation:

- (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into pursuant to the Finance Documents for the purpose of limiting exposure to fluctuations in interest or exchange rates;
- (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and
- (c) interest (both before and after judgement) to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and (to the extent payable by any Company pursuant to the other terms of the Finance Documents) all legal costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Secured Parties or any of them in relation to any such moneys, obligations or liabilities or generally in respect of each such Company.

All moneys, obligations and liabilities covenanted to be paid or discharged by the Chargor referred to in this paragraph shall be defined in this form 395 as the "Secured Obligations".

Please do not
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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
legibly, preferably
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bold block lettering*

Intercreditor Deed, as security trustee for itself and the other Secured Parties (the "Security Trustee").

Fixed Charge Contd.

(c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 3.1(a) or (b) of the Debenture) all present and future freehold and leasehold property wheresoever situate (other than any heritable or leasehold property in Scotland) now or from time to time hereafter owned by the Chargor or in which such Company may have an interest, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;

*Please complete
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(d) by way of first fixed charge, all plant, machinery and other equipment now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same;

(e) by way of first fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

(f) by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of a charge pursuant to clause 3.1(g) or (h) of the Debenture (set out in paragraph (g) and (h) below);

(g) by way of first fixed charge, the proceeds of collection of all Debts and any and all other amounts all of which are from time to time standing to the credit of any bank or other account of the Chargor;

(h) by way of first fixed charge, all moneys from time to time payable to the Chargor under or pursuant to the Insurances including, without limitation, the right to the refund of any premiums;

(i) by way of first fixed charge, the goodwill and uncalled capital of the Chargor;

(j) by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Chargor.

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not
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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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

Company number

2324522

Name of company

Polstar Bradley Limited

Limited *

* delete if
inappropriate

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

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

Please do not
write in this
binding margin

*Please complete
legibly, preferably
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bold block lettering*

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

Floating Charge: the Chargor, with full title guarantee (save for Permitted Encumbrances), charges to the Security Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3.1 (Fixed Charge) or 3.2 (Reports) of the Debenture, or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

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

Indemnity: each of the Secured Parties, any Receiver and any attorney, agent or other person appointed by the Security Trustee under this Deed and the Security Trustee's officers and employees (each an "Indemnified Party") shall be entitled to be indemnified by the Chargor out of the Chargor's Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

(a) anything done or omitted in the exercise or purported exercise of the powers contained in the Debenture; or

(b) any breach by a Company of any of its obligations under the Debenture; or

(c) an Environmental Claim made or asserted against an Indemnified Party which would not have arisen if the Debenture had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party,

other than by reason of the gross negligence, fraud or wilful default by such Indemnified Party.

Schedule 1

Definitions

"Advance" means any Term Loan Advance or any revolving Credit Advance.

"Affiliate" of any person means (a) any person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with such person, or (b) by any person who is a director or officer (i) of such person, (ii) of any Subsidiary of such person or (iii) of any person described in paragraph (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (A) to vote 25 per cent. or more of the securities having ordinary voting power for the election of directors of such person, whether by ownership of securities, contract, proxy or otherwise, or (B) to direct or cause the direction of the management and policies of such person, whether by ownership of securities, contract, proxy or otherwise.

"Agent" means J.P. Morgan Europe Limited (formerly Chase Manhattan International Limited) of 125 London Wall, London EC2Y 5AJ or such other person as may be appointed agent for the Banks pursuant to Clause 17.13 (*Retirement of Agent*) of the Facilities Agreement.

"Ancillary Bank" means each Bank which becomes an Ancillary Bank by operation of Clause 4.18 (*Ancillary Facilities*) Facilities Agreement and includes their respective successors in title, assignees and transferees.

"Ancillary Documents" means those documents relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility" means any facility provided pursuant to sub-clause 4.5.3 of Clause 4.5 (*The Revolving Credit Facility*) of the Facilities Agreement.

"Arranger" means J.P. Morgan plc of 125 London Wall, London EC2Y 5AJ.

"Bank Non UK Security Documents" means any mortgages, charges, pledges, negative pledges, guarantees and other instruments entered into or, as the case may be, to be entered into by way of guarantee, other assurance and/or security in respect of amounts owed to the Finance Parties under the Facilities Agreement (whether or not also in respect of other Indebtedness) by the Non-UK Charging Subsidiaries in form and substance reasonably satisfactory to the Agent.

"Bank Security Documents" means:

- (a) the Debenture;
- (b) the Bank Non-UK Security Documents;
- (c) any and all other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by any member of the Group by way of guarantee, other assurance and/or security in respect of amounts owed

to the Finance Parties under the Facilities Agreement (whether or not also in respect of any other Indebtedness);

- (d) the subordination deed in the agreed form to be entered into between (among others) the Parent and Corporation; and
- (e) (in so far as it relates to the Security Trustee) the Intercreditor Deed.

"Banks" means JPMorgan Chase Bank (formerly The Chase Manhattan Bank), Deutsche Bank AG London Branch, The Bank of Nova Scotia, Bank of Scotland, ING Bank N.V. London Branch, Lloyds TSB Bank Plc, The Royal Bank of Scotland, ABC International Bank Plc, Goldman Sachs International Bank, Credit Suisse First Boston, Landesbank Rheinland Pfalz, Deutsche Bank Luxembourg S.A. and includes their successors in title and Substitutes.

"Bondholder Trustee" means Deutsche Trustee Company Limited.

"Borrowed Money" means Indebtedness in respect of:

- (a) money borrowed or raised and debit balances at banks, **provided that** for the purpose of calculating the amount of any such Indebtedness the calculation shall be net of credit balances which together with the relevant debit balances are subject to contractual netting arrangements;
- (b) any bond, note, loan stock, debenture or similar debt instrument;
- (c) acceptance or documentary credit facilities, **provided that** for the purpose of calculating the amount of such Indebtedness, obligations under such facilities shall be included only to the extent of sums thereunder in payment of which to the issuer the relevant Group member is in default;
- (d) receivables sold or discounted (otherwise than on a non-recourse basis);
- (e) deferred payments for assets or services acquired, save for (i) any such arrangement entered into in the ordinary course of trading and having a term not exceeding 180 days from the date on which the liability was originally incurred and (ii) where the instrument creating the Indebtedness is entered into in the ordinary course of trade and the deferred purchase price in respect of assets or services is expressed to be payable in instalments according to progress in fulfilling the relevant contract or where the relevant amount is a retention of payment by a Group member to ensure performance of obligations owed to it;
- (f) finance leases and hire purchase contracts;
- (g) (except in sub-clause 12.1.5 of Clause 12.1 (*Events of Default*) of the Facilities Agreement) Derivatives Contracts (other than foreign exchange agreements for spot delivery or entered into bona fide to hedge exposure in the ordinary course of trade of a Group member), **provided that** to the extent that the relevant contract provides for net payments to be made the amount of Indebtedness shall be the net amount due;

- (h) any other transaction (including without limitation forward sale or purchase agreements) having the commercial effect of a borrowing or raising of money or of any of paragraphs (b) to (g) above; and
- (i) guarantees in respect of Indebtedness of any person falling within any of (a) to (h) above,

provided that none of the above shall include Indebtedness incurred by one member of the Charging Group to (or in respect of Indebtedness of) another member of the Charging Group.

"Borrowers" means the Term Loan A Facility Borrowers, the Term Loan B Facility Borrowers, the Term Loan C Facility Borrowers, the Term Loan D Facility Borrowers and the Revolving Credit Facility Borrowers.

"BPC" means The British Printing Company Ltd.

"BPC Group" means BPC and its Subsidiaries as listed in Schedule 2 to this Form 395.

"Charged Assets" means in relation to each Company all assets described in clauses 3.1, 3.2, 3.3 and 3.4 of the Debenture.

"Charging Group" means the Borrowers and those members of the Group which are Charging Subsidiaries to the extent that each such company has duly entered into the relevant Security Document(s).

"Charging Subsidiaries" means the UK Charging Subsidiaries and the Non-UK Charging Subsidiaries.

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument evidencing an Encumbrance.

"Commitment" means, in relation to a Bank and in respect of any Facility at any relevant time, the amount set opposite its name in relation to the relevant Facility in Schedule 1 (*The Banks and their Commitments*) of the Facilities Agreement and/or, in the case of a Substitute, the amount novated in relation to the relevant Facility as specified in the relevant Substitution, as reduced, in each case, by any relevant term of the Facilities Agreement.

"Company" means The Polestar Group Limited, each of the Original UK Charging Subsidiaries and each other Subsidiary (if any) of The Polestar Group Limited which, pursuant to the terms of the Facilities Agreement becomes a party to the Debenture pursuant to a supplemental deed or other document.

"Corporation" means The Polestar Corporation plc.

"Credit Documents" means the Facilities Agreement, the Ancillary Documents, and the Hedge Documents.

"Debts" means, in relation to the Chargor, the assets of the Chargor including all book and other debts, revenues and claims, whether actual or contingent, whether arising under contract or in any other manner whatsoever now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of a charge pursuant to clause 3.1(g) or (h) of the Debenture.

"Derivatives Contract" means a contract, agreement or transaction which is:

- (a) a rate swap, basis swap, commodity swap, forward rate transaction, commodity option, equity (or equity or other index) swap or option, bond option, interest rate option, foreign exchange transaction (other than a spot transaction), cap, collar or floor, currency swap, currency option or any other similar transaction; and/or
- (b) any combination of such transactions,

in each case, whether on-exchange or otherwise.

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing any obligation of any person or any other arrangement having the effect of conferring rights of set-off, lien or other like rights over an asset (including without limitation title transfer and/or retention arrangements having a similar effect and not entered into in the ordinary course of trading) and includes any agreement to create any of the foregoing but does not include liens or rights of set-off arising in the ordinary course of trading by operation of law (or by contract to substantially the same effect).

"Environmental Claim" means any claim, notice prosecution, demand, action, official warning, abatement or other order (conditional or otherwise) relating to Environmental Matters or any notification or order requiring compliance with the terms of any Environmental Licence or Environmental Law which is binding on a Group member.

"Environmental Law" includes all or any law, statute, rule, regulation, treaty, by-law, code of practice, order, notice, demand, decision of the courts or of any governmental authority or agency or any other regulatory or other body in any jurisdiction relating to Environmental Matters.

"Environmental Licence" includes any permit, licence, authorisation, consent or other approval required at any time by any Environmental Law.

"Environmental Matters" includes (a) the generation, deposit, disposal, keeping, treatment, transportation, transmission, handling, importation, exportation, processing, collection, sorting, presence or manufacture of any waste (as defined in the Environmental Protection Act 1990) of any Relevant Substance; (b) nuisance, noise, defective premises, health and safety at work or elsewhere; and (c) the

pollution, conservation or protection of the environment (both natural and built) or of man or any living organisms supported by the environment or any other matter whatsoever affecting the environment or any part of it.

"Facilities" means all of the Term Loan A Facility, the Term Loan B Facility, the Term Loan C Facility, the Term Loan D Facility and the Revolving Credit Facility (which, for the avoidance of doubt, includes the Ancillary Facilities within it) and (as the context requires **"Facility"** means any of them).

"Facilities Agreement" means the £395,000,000 secured facilities agreement dated 5th May 1998, as amended by a First Supplemental Agreement dated 17th June 1998, a Second Supplemental Agreement dated 1st September 2000, an Amendment Letter dated 28th March 2001, a Third Supplemental Agreement dated 28th June 2001, a Fourth Supplemental Agreement dated 19th October 2001, an Amendment Agreement dated 26th March 2002, an Amendment Agreement dated 1st August 2002, an Amendment Agreement dated 30th December 2002, a Fifth Supplemental Agreement dated 29th July 2004 and as additionally amended from time to time, between, among others, The Polestar Group Limited, the Arranger, JPMorgan Chase Bank (formerly The Chase Manhattan Bank) as underwriter, the Agent and the Security Trustee and the banks and financial institutions listed therein.

"Finance Documents" means the Credit Documents, the Security Documents and the Investcorp Loan Notes and any document designated as a **"Finance Document"** by the Agent and the Parent.

"Finance Parties" means the Agent, the Arranger, the Banks, the Ancillary Banks, the Hedge Counterparties and the Security Trustee and (as the context requires) **"Finance Party"** means any one of them.

"Fixtures" means, in relation to a property, all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, in each case constituting a fixture at law.

"Group" means the Parent and all its Subsidiaries for the time being.

"Hedge Counterparties" means the banks approved by the Agent which in accordance with and for the purposes of Clause 10.5 (*Hedge Transactions*) of the Facilities Agreement act as interest rate hedging counterparties.

"Hedge Documents" means the documents evidencing the Hedge Transactions only to the extent that those Hedge Transactions are secured by the Security Documents.

"Hedge Transactions" means (a) the interest rate hedging arrangements entered, or to be entered, into between the Term Loan A Facility Borrowers and the Hedge Counterparties pursuant to sub-clause 10.5.1 of Clause 10.5 (*Hedge Transactions*) of the Facilities Agreement and (ii) the foreign currency hedging arrangements entered, or to be entered into, by the Parent and the Hedge Counterparties in accordance with the terms of sub-clause 10.5.2 of Clause 10.5 (*Hedge Transactions*) of the Facilities Agreement.

"Hungarian Subsidiary" means Revai Nyomda KFT.

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent.

"Intercreditor Deed" means the deed entered into between, among others, IFL, the Security Trustee and the Agent as amended and restated from time to time.

"Investcorp Loan Notes" means the £43,670,876.80 loan notes due 2011, issued 17 October, 2001; the £74,077,293.05 loan notes due 2011, issued 17 April 2001; the £108,338,156.64 loan notes due 2011, issued 29 May 2001; the £46,290,030.56 loan notes due 2011, issued 2 August 2001; the £414,873,329.56 loan notes due 2011 issued 26 October 2001; the £180,308,054.81 loan notes due 2011, issued 25 January 2002; the £23,501,795.32 loan notes due 2011, issued 30 March 2004; and, the £11,675,303 loan notes due 2011, issued 19 April 2004 and any future instruments executed by PGL or Corporation in respect of loan notes to be issued to IFL or any assignee or successor and, in each case, as such Investcorp Loan Notes may be amended or assigned from time to time.

"IFL" means Invescorp Funding Limited, a company incorporated under the laws of the Cayman Islands and having its registered office at West Wind Building, PO Box 1111, George Town, Cayman Islands.

"Junior Agreements" means:

- (a)
 - (i) a loan note instrument dated 17 April 2001 made by Corporation;
 - (ii) a loan note instrument dated 29 May 2001 made by Corporation;
 - (iii) a loan note instrument dated 2 August 2001 made by Corporation;
 - (iv) a loan note instrument dated 17 October 2001 made by Corporation;
 - (v) a loan note instrument dated 26 October 2001 made by the Parent;
 - (vi) a loan note instrument dated 25 January 2002 made by the Parent;
 - (vii) a loan note instrument dated 30 March 2004 made by the Parent;
 - (viii) a loan note instrument dated 19 April 2004 made by the Parent;each as amended or novated from time to time;
- (ix) future agreements in respect of other capital injections, including deeds of novation in respect of such agreements where the capital is injected into Corporation; and
- (b) the secured notes issued by Corporation in an aggregate original principal amount of £19,855,725 under a trust deed dated 28th January 2002.

"Junior Creditors" means IFL and the Bondholder Trustee and their permitted successors and assigns.

"Junior Security Documents" means (a) the Composite Guarantee and Debenture dated 28 January 2002 between, among others, the Parent and the Security Trustee, (b) any and all other mortgages, charges, pledges, guarantees and other instruments from time to time entered into by any member of the Group by way of guarantee, other assurance and/or security in respect of amounts owed to the Junior Creditors under the Junior Agreements permitted under the terms of the Intercreditor Deed.

"Majority Banks" means:

- (a) until such time as the Senior Facilities have been repaid in full and/or the Commitments of the Banks under such Senior Facilities have been reduced to zero in accordance with the terms of the Facilities Agreement, Banks the aggregate of whose Commitments in respect of the Senior Facilities exceeds 66⅔ per cent. of the Total Commitments of the Senior Facilities;
- (b) thereafter, Banks the aggregate of whose Commitments in respect of the Term Loan C Facility exceed 66⅔ per cent. of the Total Commitments of the Term Loan C Facility and Banks the aggregate of whose Commitments in respect of the Term Loan D Facility exceed 66⅔ per cent. of the Total Commitments of the Term Loan D Facility,

(other than as modified pursuant to sub-clause 12.6.3 of Clause 12.6 (*High Yield Payment Blockage Provision*) of the Facilities Agreement) but so that if at such time the Total Commitments in respect of any Facility have been reduced to zero references to a Bank's Commitment in relation to such Facility shall be construed as amongst the Finance Parties (and not so as to give any rights to any other person) as a reference to that Bank's Commitment in relation to such Facility immediately prior to such reduction to zero.

"Non UK Charging Subsidiaries" means any person incorporated outside the United Kingdom which may from time to time enter into any Security Document (other than any negative pledge) pursuant to sub-clause 10.2.6 of Clause 10.2 (*General Undertakings*) of the Facilities Agreement.

"Original UK Charging Subsidiaries" shall mean the Companies listed in Schedule 2 to this Form 395.

"Parent" means The Polestar Group Limited.

"Permitted Encumbrance" means an Encumbrance being any of the following, namely:

- (a) title retention arrangements arising in the ordinary course of trading with suppliers of goods to a member of the Group or arising under conditional sale or hiring arrangements in respect of goods supplied to a member of the Group in the ordinary course of trading;
- (b) any Encumbrance arising by operation of law (or by contract to substantially the same effect) including, without limitation, banker's liens or rights of set-off and liens arising in the ordinary course of trading by operation of law or by way of contract to substantially the same effect so long as any amounts in

respect of which such liens or rights of set-off arise are not more than 90 days overdue for payment unless contested in good faith;

- (c) any Encumbrance created by any of the Security Documents;
- (d) any Encumbrance created or existing with the prior written consent of the Agent acting on the instructions of the Majority Banks;
- (e) any Encumbrance on any assets, undertaking, business or revenues of a Subsidiary which becomes a Subsidiary of the Parent after the date of the Facilities Agreement (other than an Encumbrance (not being a Capitalised Lease Obligation (as such term is defined in Schedule 7 (*Financial Undertakings and Accounting Terms*) of the Facilities Agreement))) on any asset, undertaking, business or revenue of the Project True North Subsidiaries), which Encumbrance exists as at the date on which it becomes a Subsidiary but is not created in contemplation of it becoming such a Subsidiary and which secures obligations of that Subsidiary existing at the date on which it becomes such a Subsidiary (but not any increase in principal amount or extension of maturity of such obligations);
- (f) any Encumbrance on an asset (or the contract for the acquisition of an asset) acquired after the date of the Facilities Agreement by the Parent or any of its Subsidiaries and created at the time of such acquisition to secure payment of the purchase price of such asset or to secure any loan incurred for the purpose of financing such acquisition **provided that** the principal amount so secured does not exceed the acquisition cost of that asset;
- (g) Encumbrances arising under arrangements to which members of the Group are party by which credit balances on accounts of members of the Group may be netted against debit balances on accounts of the same or different members of the Group with the same financial institution or Affiliates thereof;
- (h) Encumbrances over goods and documents of title to goods arising in the ordinary course of letters of credit transactions entered into in the ordinary course of trade;
- (i) any Encumbrance arising under finance leases, hire purchase agreements, conditional sale agreements or other agreements for the acquisition of assets on deferred payment terms to the extent that the relevant Group member is permitted to have any such agreements pursuant to the terms hereof;
- (j) Encumbrances over assets of Non-UK Subsidiaries securing Ancillary Facilities provided to them by Ancillary Banks;
- (k) Encumbrances over receivables and inventory of Subsidiaries incorporated outside the United Kingdom provided in respect of local borrowings permitted under sub-clause 11.1.2(g) of Clause 11.1 (*Negative Undertakings*) of the Facilities Agreement;

- (l) Encumbrances over the assets of the Hungarian Subsidiary as security for Indebtedness of the Hungarian Subsidiary permitted under the Facilities Agreement;
- (m) any Encumbrance created by any of the Junior Security Documents;
- (n) any Encumbrance not otherwise permitted pursuant to paragraphs (a) to (m) (inclusive) above together securing Indebtedness in an aggregate principal amount not exceeding £1,000,000;
- (o) any Encumbrance securing Borrowed Money which is subordinated under the terms of and in accordance with the Intercreditor Deed.

"Project True North Subsidiaries" means each of NewPac Limited and The Polestar Bindery Company Limited.

"Properties" means, in relation to the Chargor, the assets of the Chargor described in Clause 3.1(a), (b) and (c) of the Debenture and all present and future heritable and leasehold property of that Company situate in Scotland (including without limitation the properties specified in schedule 2 of the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in Scotland and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land and constituting a Fixture together with all rights, easements, servitudes and privileges appurtenant to, or benefiting, the same, in all cases both present and future and the expression **"Property"** means any one of them.

"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Security Trustee pursuant to the Debenture in respect of all or any of the Companies or over all or any of the Charged Assets.

"Relevant Substance" means any substance whatsoever (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) or waste (as defined in the Environmental Protection Act 1990) which is capable of causing harm to man or any other living organism supported by the environment, or damaging the environment or public health or welfare.

"Revolving Credit Advance" means each borrowing by way of an advance under the Revolving Credit Facility or (as the context requires) the principal amount of that borrowing outstanding at any relevant time excluding for the avoidance of doubt any borrowing under the Ancillary Facilities.

"Revolving Credit Facility" means the facility granted by the Banks to the Revolving Credit Facility Borrowers in accordance with sub-clause 2.1.2 of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Revolving Credit Facility Borrowers" means the Parent and any other person who accedes to the Facilities Agreement as a Revolving Credit Facility Borrower pursuant to Clause 20.1 (*Additional Borrowers*) of the Facilities Agreement.

"Secured Parties" means the Banks, the Agent, the Security Trustee, the Arranger, the Ancillary Banks, and the Hedge Counterparties.

"Security Documents" means (a) the Bank Security Documents and (b) the Intercreditor Deed.

"Senior Facilities" means the Term Loan A Facility, the Term Loan B Facility and the Revolving Credit Facility.

"Subsidiary" means (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and (b) for the purposes of the definition of "Group" and Clauses 10.1.1 of Clause 10.1 (*Information Undertakings*) and 10.3 (*Financial Undertakings*) and Schedule 7 (*Financial Undertakings and Accounting Terms*) of the Facilities Agreement only, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

"Substitute" means a financial institution to which a Bank is permitted to transfer by way of novation all of its rights, benefits and/or obligations under the Facilities Agreement, in accordance with Clause 16.3 (*Substitution*) of the Facilities Agreement.

"Substitution Certificate" means a certificate substantially in the terms of Part A or Part B of Schedule 5 (*Form of Substitution Certificate*) of the Facilities Agreement.

"Term Loan Advance" means (as the context requires) a Term Loan A Advance and/or a Term Loan B Advance and/or a Term Loan C Advance and/or a Term Loan D Advance.

"Term Loan A Advance" means each borrowing under the Term Loan A Facility or (as the context requires) the principal amount of that borrowing outstanding at any relevant time.

"Term Loan A Facility" means the facility granted by the Banks to the Term Loan A Facility Borrowers in accordance with sub-clause 2.1.1(a) of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Term Loan A Facility Borrowers" means the Parent and any other person who accedes to the Facilities Agreement as a Term Loan A Facility Borrower pursuant to Clause 20.1 (*Additional Borrowers*) of the Facilities Agreement.

"Term Loan B Advance" means each borrowing under the Term Loan B Facility or (as the context requires) the principal amount of that borrowing outstanding at any relevant time.

"Term Loan B Facility" means the facility granted by the Banks to the Term Loan B Facility Borrowers in accordance with sub-clause 2.1.1(b) of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Term Loan B Facility Borrowers" means the Parent and any other person who accedes to the Facilities Agreement as a Term Loan B Facility Borrower pursuant to Clause 20.1 (*Additional Borrowers*) of the Facilities Agreement.

"Term Loan C Advance" means the facility granted by the Banks to the Term Loan C Facility Borrowers in accordance with sub-clause 2.1.1(c) of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Term Loan C Facility" means the facility granted by the Banks to the Term Loan C Facility Borrowers in accordance with sub-clause 2.1.1(c) of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Term Loan C Facility Borrowers" means the Parent and any other person who accedes to the Facilities Agreement as a Term Loan C Facility Borrower pursuant to Clause 20.1 (*Additional Borrowers*) of the Facilities Agreement.

"Term loan D Advance" means the facility granted by the Banks to the Term Loan D Facility Borrowers in accordance with sub-clause 2.1.1(d) of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Term Loan D Facility" means the facility granted by the Banks to the Term Loan D Facility Borrowers in accordance with sub-clause 2.1.1(d) of Clause 2.1 (*The Commitments*) of the Facilities Agreement.

"Term Loan D Facility Borrowers" means the Parent and any other person who accedes to the Facilities Agreement as a Term Loan D Facility Borrower pursuant to Clause 20.1 (*Additional Borrowers*) of the Facilities Agreement.

"Total Commitments" means, in respect of a Facility or (as the context requires) the Facilities at any relevant time, the total of the Commitments of all the Banks in respect of such Facility or Facilities (as appropriate) at such time.

"Watmoughs" means Watmoughs (Holdings) PLC.

Schedule 2

The Original UK Charging Subsidiaries

<u>Name</u>	<u>Co. Number</u>	<u>Registered Office</u>
1. The British Printing Company Ltd	2290563	Marlborough Court Sunrise Parkway Linford Wood Milton Keynes Buckinghamshire, MK14 6DY
2. Polestar-- AUP Aberdeen Limited	2373179	as above
3. Polestar Anglia Limited	1690647	as above
4. Polestar Envelopes Limited	2344799	as above
5. Polestar Purnell Finishers Limited	2537008	as above
6. Polestar Broadley Limited	2324522	as above
7. Polestar Business Magazines Limited	2325198	as above
8. Polestar Carlisle Limited	2320873	as above
9. Polestar Carlisle Bindery Limited	2647732	as above
10. Polestar News and Consumer Limited	2385062	as above
11. Polestar Colchester Limited	478744	as above
12. BPC Consumer Books Ltd	2322939	as above
13. Polestar Newpac Limited	2537003	as above
14. Polestar Digital Data Limited	2317935	as above
15. Polestar Scientifica Limited	2385053	as above
16. Polestar Digital Labels Limited	708599	as above
17. Polestar Scientifica Studios Limited	390573	as above
18. Polestar Digital Print Limited	2178516	as above
19. Polestar Digital Techset Limited	2367806	as above
20. Polestar Digital Watford Limited	129931	as above
21. BPC Dorstel Leasing Ltd	2319542	as above

22. Polestar Specialist Colour Limited	522014	as above
23. Polestar Colchester Bindery Limited	2752512	as above
24. Polestar East Kilbride Limited	2324305	as above
25. Polestar East Kilbride Bindery Limited	2647727	as above
26. Polestar Exeter Bindery Limited	2537428	as above
27. Polestar Hannibal Limited	456414	as above
28. Polestar Labels Limited	2323757	as above
29. Polestar Land & Estates Limited	2362860	as above
30. Polestar Petty Limited	2317911	as above
31. Polestar Petty Bindery Limited	2647729	as above
32. Polestar Select Print Limited	2324769	as above
33. Polestar Milton Keynes Limited	61193	as above
34. Polestar Milton Keynes Bindery Limited	2647736	as above
35. Polestar Chromeworks Limited	146470	as above
36. Polestar Packaging Limited	2384870	as above
37. Polestar Demographics Limited	201671	as above
38. BPC Printec Ltd	1652346	as above
39. Polestar Properties Limited	2391628	as above
40. Polestar Magazines & Catalogues Limited	2349434	as above
41. Polestar Purnell Limited	792487	as above
42. Polestar Imaging Limited	2384732	as above
43. Polestar Select Limited	2384880	as above
44. Polestar Taylowe Limited	2309576	as above
45. Polestar Watford Limited	316998	as above
46. Polestar Watford Bindery Limited	2647730	as above
47. Polestar Wheatons Limited	2323668	as above
48. Polestar Applied Solutions Limited	144422	as above

49. Birn Brothers Limited	806338	as above
50. The Standard Catalogue Company Limited	144197	as above

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02324522

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A RESTATED AMENDMENT OF AND ACCESSION TO THE COMPOSITE GUARANTEE & DEBENTURE DATED 19/06/98 DATED THE 28th OCTOBER 2004 AND CREATED BY POLESTAR BROADLEY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, EACH OTHER COMPANY AND/OR CORPORATION TO THE SECURED PARTIES OR ANY OF THEM 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 10th NOVEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 2004.

DP-2X



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES