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bold block lettering

*insert full name
of company

COMPANIES FORM No. 395 NW. 003353

Particulars of a mortgage or charge



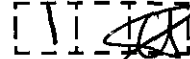
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



4021839

Name of company

* NEWGROUP IP UK LIMITED
(the "Company")

Date of creation of the charge

18 August, 2000

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

Debenture entered into between the Company and NIB Capital Bank N.V. as Security Agent for the Finance Parties on the terms and conditions set out in the Facility Agreement. "Security Agent" means NIB Capital Bank N.V., which expression shall include any person for the time being appointed as Security Agent for the purpose of,

Amount secured by the mortgage or charge

All obligations which the Company may at any time have to the Security Agent under or pursuant to the Senior Facility Agreement (including the Debenture) including any liability in respect of any further advances made thereunder, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "Secured Obligations").

"Finance Parties" means the Agent, the Arrangers, the Banks and any Hedge Counterparty.

(continued.....)

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

NIB Capital Bank N.V. (Nationale Investeringsbank N.V.)
as Security Agent for the Finance Parties
Carnegieplein 4, 2517 KJ
The Hague, The Netherlands

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

Clifford Chance LLP A'dam
Droogbak 1A
1013 GE Amsterdam
The Netherlands
Filer: P. Immerzeel

File: D1500-31

Time critical reference

For official use
Mortgage Section

Post room



The Company charges, with full title guarantee, in favour of the Security Agent as Security Agent for the Finance Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it related to land in England and Wales vested in the Company, at the date hereof, shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party); 1) Real Property, 2) Tangible Moveable Property, 3) Accounts, 4) Intellectual Property, 5) any goodwill and rights in relation to the uncalled capital of the Company, 6) the Investments, 7) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights. The Company also charges, with full title guarantee in favour of the Security Agent as Security Agent for the Finance Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of its undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Agent as security for the Secured Obligations.

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Particulars as to commission allowance or discount (note 3)

NONE

Signed Clifford Chance Date 30-8-00
On behalf of [company] [mortgagee/chargee] † Clifford Chance

† 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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete
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bold block lettering

Company Number

4021839

Name of Company

NEWGROUP IP UK LIMITED

(the "Company")

Limited*

* delete if
inappropriate

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

and in accordance with the Facility Agreement.

"Agent" means the Facility Agent and the Security Agent (and "Agent" means either one of them, as the context may require).

"Arrangers" means NIB Capital Bank N.V. and ING Bank N.V.

"Banks" means:

(a) any financial institution named as such in Schedule 1 (The Banks) of the Senior Facility Agreement other than one which has ceased to be a party to the Senior Facility Agreement in accordance with the terms thereof; and

(b) any financial institution which has become a party to the Senior Facility Agreement as a Bank in accordance with the provisions of Clause 33.5 (Transfers by Banks) thereof.

"Facility Agreement" means collectively the Senior Facility Agreement and the Mezzanine Facility Agreement.

"Hedge Counterparty" means a Bank or an affiliate of a Bank which has become a party to the Intercreditor Agreement in accordance with the provisions thereof.

"Intercreditor Agreement" means an agreement dated on or about 18 August, 2000 and made by amongst others NIB Capital Bank N.V., NewGroup and Pricoa Capital Group Limited.

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

**Please complete
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Further Assurance: General

The Company shall promptly 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 in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;
- (ii) to confer on the Security Agent security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture; and/or
- (iii) to facilitate the realisation of the Charged Property

Negative Pledge

The Company undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Encumbrance over all or any part of the Charged Property other than a Permitted Encumbrance.

No Disposal of Interests

The Company undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as permitted pursuant to the Facility Agreement or by this Clause:

- (i) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property; or
- (ii) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property; or
- (iii) (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Agent to exercise any of the Collateral Rights; or
- (iv) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Agent, or the credit balance standing to any such Account shall be capable of assignment or other disposal.

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SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

"Accounts" means any credit balance from time to time on any account opened or maintained by the Company with the Security Agent or any other financial institution and all Related Rights.

"Additional Guarantor" means any person which has become an additional guarantor under the Senior Facility Agreement pursuant to and in accordance with Clause 23 (*Additional Guarantors*) of the Senior Facility Agreement.

"Advance" means the Tranche A Advance, a Tranche B1 Advance, a Tranche B2 Advance or a Tranche B3 Advance as the context may require.

"Acquisition" means the acquisition by Newgroup of the Markgraaf Shares and the Novamark Shares pursuant to and in accordance with the Acquisition Agreement.

"Acquisition Agreement" means the share purchase agreement dated 18 August, 2000 between the Vendors as seller and NewGroup as purchaser relating to the Acquisition together with all schedules, exhibits and attachments to such agreement.

"Borrowers" means each of NewGroup in respect of the Tranche A Facility, the Initial Tranche B1 Borrowers in respect of the Tranche B1 Facility, the Tranche B2 Borrowers in respect of the Tranche B2 Facility and the Initial Tranche B3 Borrower in respect of the Tranche B3 Facility (and **"Borrower"** means any one of them).

"Charged Property" means, in relation to a company, all the assets of the Company from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Agent by or pursuant to the Debenture.

"Collateral Rights" means all rights, powers and remedies of the Security Agent provided by or pursuant to the Debenture or by law.

"Commitment" means, in relation to a Bank at any time, the aggregate of its Tranche A Commitment, Tranche B1 Commitment, its Tranche B2 Commitment and its Tranche B3 Commitment.

"Claims Account" means any account that may from time to time be specified in writing by the Security Agent as an Account into which the proceeds of the getting in or realisation of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such Account in accordance with any procedures stipulated by the Security Agent.

"Closing Date" means the date on which the Acquisition is scheduled to be completed.

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance or (*beperkt recht*) securing any obligation of any person, (b) a mandate given to any person with a view to

the creation of the same, (c) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (d) any other type of preferential arrangement (including any title transfer and retention arrangement) and rights of title restitution (*recht van reklame*) having a similar effect.

"Facility Agent" means NIB Capital Bank N.V. as facility agent.

"Facility Documents" means the Senior Facility Agreement, any Guarantor Accession Agreement, the Intercreditor Agreement, the Security Documents, the Hedging Agreements, the Shareholders' Agreement, the Share Purchase Agreement, the Undertaking Agreement and any other agreement or document, letter, deed, notice or certificate entered into or executed and delivered by a Borrower or any other member of the Group (as and when applicable) pursuant to the terms thereof or otherwise in connection therewith, together with all amendments of, and supplements to, any of the foregoing (and **"Facility Document"** shall be construed accordingly).

"Financial Indebtedness" means any indebtedness for or in respect of":

- (a) Indebtedness for Borrowed Money;
- (b) any documentary credit facility;
- (c) any interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination thereof or any other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and the amount of the Financial Indebtedness in relation to any such transaction shall be calculated by reference to the mark-to-market valuation of such transaction at the relevant time); and
- (d) any guarantee, indemnity, bond, standby letter of credit or any other instrument issued in connection with the performance of any contract or other obligation, excluding loan notes.

"Group" means NewGroup and its subsidiaries from time to time.

"Guarantors" means the Initial Tranche A Guarantors, the Initial Tranche B1 Guarantors, the Initial Tranche B2 Guarantors, the Initial Tranche B3 Guarantors and the Additional Guarantors (and **"Guarantor"** means any one of them).

"Guarantor Accession Agreement" means an agreement substantially in the form set out in Schedule 8 (*Form of Guarantor Accession Agreement*) to the Senior Facility Agreement.

"Halder" means each of Halder Investments IV-A C.V., Halder Investments IV-B C.V., Stichting Fondsbeheer Fincon, Investments IV-A Custodian B.V., Investments IV-B Custodian B.V.

"Hedging Agreements" means each of the agreements entered into or to be entered into between the Tranche A Borrower and a Hedge Counterparty for the purpose of hedging interest

rate liabilities in accordance with Clause 20.14 (*Hedging Arrangements*) of the Senior Facility Agreement.

"Indebtedness for Borrowed Money" means any indebtedness for or in respect of:

- (e) moneys borrowed;
 - (f) any amount raised by acceptance under any acceptance credit facility;
 - (g) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
 - (h) any amount raised pursuant to any issue of shares which are expressed to be redeemable;
 - (i) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted accounting principles in the relevant jurisdiction, be treated as a finance or capital lease;
 - (j) the amount of any liability in respect of any advance or deferred purchase agreement if one of the primary reasons for entering into such agreement is to raise finance;
 - (k) receivables sold or discounted (other than on a non-recourse basis);
 - (l) any agreement or option to re-acquire an asset if one of the primary reasons for entering into such agreement or option is to raise finance;
-
- (m) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; and
 - (n) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i).

"Initial Tranche B1 Guarantors" means NewGroup, Vredezicht 's-Gravenhage 80 B.V. and Vredezicht 's-Gravenhage 81 B.V., Markgraaf Holding B.V., Markgraaf B.V., Marking B.V., Novamark Europe B.V., Newgroup IP UK Limited, Markgraaf Limited, J.E. Evans-Jackson & Co Limited, William A. Shepherd & Son Limited, William Jones Limited, and Markgraaf Patents Limited.

"Initial Tranche B2 Borrowers" means NewGroup and the Companies named in Schedule 2 of the Senior Facility Agreement.

"Initial Tranche B2 Guarantors" means NewGroup and the Companies named in Schedule 2 of the Senior Facility Agreement.

"Initial Tranche B3 Borrower" means NewGroup IP S.A.

"Initial Tranche B3 Guarantors" means NewGroup, Vredezicht 's-Gravenhage 80 B.V. and Vredezicht 's-Gravenhage 81 B.V., Markgraaf Holding B.V., Markgraaf B.V., Marking B.V.,

Newgroup IP UK Limited, Markgraaf Limited, J.E. Evans-Jackson & Co Limited, William A. Shepherd & Son Limited, William Jones Limited, and Markgraaf Patents Limited,

"Instructing Group" means:

- (a) before any Advances have been made, a Bank or Banks whose Commitments amount in aggregate to more than sixty-six and two thirds per cent. of the Total Commitments; and
- (b) thereafter, a Bank or Banks to whom in aggregate more than sixty-six and two thirds per cent. of the Loan is (or, immediately prior to its repayment, was then) owed.

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part I of Schedule 1 to the Financial Services Act 1986 (as in force at the date hereof but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply) whether held directly by or to order of the Company or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Loan" means, at any time, the aggregate of the Tranche A Loan, the Tranche B1 Loan, and the Tranche B2 Loan and the Tranche B3 Loan.

"Markgraaf" means Markgraaf Holding B.V., a company incorporated in the Kingdom of The Netherlands

"Markgraaf Shares" means at any time the whole of the issued share capital of Markgraaf at such time.

"Mezzanine Arranger" means PRICOA Capital Group Limited.

"Mezzanine Facility Agent" means PRICOA Capital Management Group Limited and any successors or permitted assigns or transferees.

"Mezzanine Facility Agreement" means the Euro 14,980,000 Mezzanine Facility Agreement dated on or about 18 August, 2000 with the Facility Agreement and made between amongst others NewGroup, the Company, NIB Capital Bank N.V., as Security Agent, and the Mezzanine Lenders as defined therein as amended, novated or supplemented from time to time.

"Mezzanine Facility Documents" means the Mezzanine Facility Agreement, any guarantor accession agreement under the Mezzanine Facility Agreement, the Security Documents, the

Intercreditor Agreement, the Shareholders' Agreement, the Share Purchase Agreement, any fee letters and any documents evidencing the terms of any other agreement or document that may be entered into or executed pursuant to any of the foregoing by the Obligor or any of them.

"Mezzanine Finance Parties" means the Mezzanine Facility Agent, the Mezzanine Arrangers and the Mezzanine Lenders.

"Mezzanine Lenders" means the **"Lenders"** as defined in the Mezzanine Facility Agreement.

"Mezzanine Loan" means the loan in the maximum principal amount of Euro 14,980,000 to be made available to the Tranche A Borrower by the Mezzanine Lenders under the Mezzanine Facility Agreement and the rights in relation to which are subject to the provisions of the Intercreditor Agreement

"Monetary Claims" means any book and other debts and monetary claims owing to a Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgement, any contract or agreement to which a Company is a party and any other assets, property, rights or undertaking of the Company).

"NewGroup" means Vredezicht 's-Gravenhage 79 B.V.

"Novamark" means Novamark Holding S.A., a company incorporated in Switzerland.

"Novamark Shares" means at any time the whole of the issued share capital of Novamark at such time.

"Obligors" means the Borrowers and the Guarantors (and **"Obligor"** means any one of them).

"Parnib" means Parnib B.V.

"Permitted Encumbrance" means

- (a) any netting or set-off arrangement entered into by any member of the Group in the normal course of its banking arrangements for the purpose of netting debit and credit balances;
- (b) any title transfer or retention of title arrangement entered into by any member of the Group in the normal course of its trading activities on the counterparty's standard or usual terms;
- (c) any lien arising by operation of law and in the normal course of business, provided that such lien is discharged within thirty days of arising;
- (d) any Encumbrance arising under a Security Document.
- (e) the pledge over the business (*fonds de commerce*) of Novamark S.A. (Belgium) granted as security for the Financial Indebtedness referred to in paragraph (f) of the definition of the term "Permitted Financial Indebtedness", provided that

such pledge is released within three months of the date of the Senior Facility Agreement; and

- (f) the pledge by way of guarantee ("*Nantissement en garantie*") granted by Novamark Europe B.V. over substantially all of the shares in Novamark Technologies S.A. and the guarantee ("*caution solidaire*") granted by Novamark S.A. (France), in either case as security for the Financial Indebtedness referred to in paragraph (g) of the definition of the term "Permitted Financial Indebtedness", provided that such pledge is released within three months of the date of the Senior Facility Agreement.

"Permitted Financial Indebtedness" means:

- (a) any Financial Indebtedness arising under or permitted pursuant to the Facility Documents;
- (b) any Financial Indebtedness arising under the Mezzanine Facility Agreement;
- (c) any Financial Indebtedness arising under Permitted Treasury Transactions;
- (d) any other Financial Indebtedness which is fully subordinated to any Financial Indebtedness incurred pursuant to the Facility Documents on terms and conditions satisfactory to an Instructing Group; and
- (e) Financial Indebtedness in respect of overdraft arrangements entered into by a member or members of the Group with a bank or banks in the ordinary course of business and on normal commercial terms where the aggregate amount of such Financial Indebtedness in respect of all such overdraft arrangements does not exceed Euro 2,000,000 (or the equivalent thereof).
- (f) the loan from Générale de Banque (now named: Fortis Bank N.V.) to Novamark S.A. (Belgium) dated 16 June 1997 having a principal outstanding amount at the date of the Senior Facility Agreement of approximately BEF 8,300,000; and
- (g) the loan from Crédit Agricole Île de France to Novamark Technologies S.A. dated 31 December 1993, having a principal outstanding amount at the date of the Senior Facility Agreement of approximately FrFr 1,175,000.

"Permitted Treasury Transactions" means

- (a) the Treasury Transactions entered into in accordance with Clause 20.14 (*Hedging Arrangements*) of the Senior Facility Agreement and any other foreign exchange transactions for spot or forward delivery and any interest rate hedging arrangements, in each case entered into in the ordinary course of business (and not for investment or speculative purposes) to hedge currency or interest rate exposure incurred by the Group.

"Real Property" means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 to the Debenture) and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (a) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (b) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (c) any moneys and proceeds paid or payable in respect of that asset.

"Security" means all security interests from time to time constituted by or pursuant to, or evidenced by, the Security Documents.

"Secured Liabilities" means any and all sums, liabilities and obligations whatsoever, actual or contingent, present or future, payable, owing, due or incurred by the Obligors to any of the Finance Parties and the Mezzanine Finance Parties under or pursuant to any of the Facility Documents and the Mezzanine Facility Documents.

"Security Documents" means the pledges, assignments, charges and other security documents specified in Schedule 11 (*Security Documents*) to the Senior Facility Agreement and any other agreement or document, letter, deed, notice or certificate entered into or executed and delivered by the Obligors or any other member of the Group (as and when applicable) pursuant to the terms thereof or otherwise in connection therewith, and any further document or documents creating or evidencing Security for any Secured Liabilities entered into pursuant to the provisions of the Senior Facility Agreement or otherwise together with all amendments of, and supplements to, any of the foregoing (and **"Security Document"** shall be construed accordingly).

"Senior Facility Agreement" means the agreement dated on or about 18 August 2000 and made between, amongst others, NewGroup, the Company, NIB Capital Bank N.V., as Facility Agent, and the Banks as defined therein, as amended, varied, novated or supplemented from time to time.

"Share Purchase Agreement" means an agreement made 18 August, 2000 between P.L. Chereau, Vedior Holding Nederland B.V., NewGroup, Halder and Parnib.

"Shareholders Agreement" means an agreement made on or about the date hereof between Halder, Parnib, P.L. Chereau, Tree Invest S.A., J. van der Bossche, B. Kügele, Dima Anstalt and Pricoa Private Capital Partners A L.P., Pricoa Private Capital Partners B L.P., Pricoa Private Capital Partners C L.P., Pricoa Private Capital Partners D L.P. and NewGroup.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

"Total Commitments" means, at any time, the aggregate of the Banks' Commitments.

"Tranche A Advance" means, save as otherwise provided in the Senior Facility Agreement, the advance (as from time to time reduced by repayment) made or to be made available by the Banks under the Tranche A Facility.

"Tranche A Guarantors" means Vredezicht 's-Gravenhage 80 B.V., Vredezicht 's-Gravenhage 81 B.V. and Newgroup IP UK Limited

"Tranche B1 Borrowers" means Novamark Europe B.V. and Novamark Holding S.A.

"Tranche A Borrower" means NewGroup.

"Tranche A Loan" means, at any time, the aggregate principal amount of the Tranche A Advance outstanding at such time.

"Tranche B1 Advance" means, save as otherwise provided in the Senior Facility Agreement, the advance (as from time to time reduced by repayment) made or to be made available by the Banks under the Tranche B1 Facility.

"Tranche B1 Loan" means, at any time, the aggregate principal amount of the Tranche B1 Advance outstanding at such time.

"Tranche B2 Advance" means, save as otherwise provided in the Senior Facility Agreement, the advance (as from time to time reduced by repayment) made or to be made available by the Banks under the Tranche B2 Facility.

"Tranche B2 Loan" means, at any time, the aggregate principal amount of the Tranche B2 Advance outstanding at such time.

"Tranche B3 Advance" means, save as otherwise provided in the Senior Facility Agreement, the advance (as from time to time reduced by repayment) made or to be made available by the Banks under the Tranche B3 Facility.

"Tranche B3 Loan" means, at any time, the aggregate principal amount of the Tranche B3 Advance outstanding at such time.

"Tranche A Commitment" means, in relation to a Bank at any time and save as otherwise provided herein, the amount set opposite its name under the heading "Tranche A Commitment" in Schedule 1 (*The Banks*) of the Senior Facility Agreement.

"Tranche A Facility" has the meaning given to it in Clause 2.1 (*Grant of the Facilities*) of the Senior Facility Agreement.

"Tranche B1 Commitment" means, in relation to a Bank at any time and save as otherwise provided in the Senior Facility Agreement, the amount set opposite its name under the heading "Tranche B1 Commitment" in Schedule 1 (*The Banks*) of the Senior Facility Agreement.

"Tranche B1 Facility" has the meaning given to it in Clause 2.1 (*Grant of the Facilities*) of the Senior Facility Agreement.

"Tranche B2 Commitment" means, in relation to a Bank at any time and save as otherwise provided herein, the amount set opposite its name under the heading "Tranche B2 Commitment" in Schedule 1 (*The Banks*) of the Senior Facility Agreement.

"Tranche B2 Facility" has the meaning given to it in Clause 2.1 (*Grant of the Facilities*) of the Senior Facility Agreement.

"Tranche B3 Commitment" means, in relation to a Bank at any time and save as otherwise provided herein, the amount set opposite its name under the heading "Tranche B3 Commitment" in Schedule 1 (*The Banks*) of the Senior Facility Agreement.

"Tranche B3 Facility" has the meaning given to it in Clause 2.1 (*Grant of the Facilities*) of the Senior Facility Agreement.

"Treasury Transaction" means any currency or interest purchase, cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency swap agreement and any other similar agreement entered into after the Closing Date by any Group member.

~~**"Undertaking Agreement"** means an agreement on or about the date of the Senior Facility Agreement between NewGroup, P.L. Chereau, Halder, Parnib and the Banks.~~

"Vendors" means P. L. Chereau and Vedior Holding Nederland N.V.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04021839

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 18th AUGUST 2000 AND CREATED BY NEWGROUP IP UK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NIB CAPITAL BANK N.V. AS SECURITY AGENT FOR THE FINANCE PARTIES UNDER OR PURSUANT TO THE SENIOR FACILITY AGREEMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd SEPTEMBER 2000.

*LR.
Air
mail*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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