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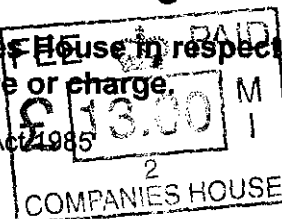
* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



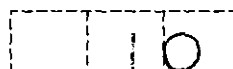
395

467635/13

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

For official use

Company number



01774813

Name of company

* Wyndeham Graphics Limited (the "Mortgagor")

Date of creation of the charge

12 June 2006

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

A deed of accession and restatement between, amongst others, the Mortgagor and the Security Trustee (as defined below) supplemental to a debenture dated 24 March 2006 by the Initial Charging Companies (as defined below) in favour of the Security Trustee (the "Debenture").

Amount secured by the mortgage or charge

All the Mortgagor's present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) to the Security Trustee and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document to which the Mortgagor is a party (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 or any analogous provisions in any other jurisdictions (the "Secured Obligations").

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

Landsbanki Islands hf, Beaufort House, 15 St Botolph Street, London (as security trustee for the Security Beneficiaries) (in such capacity, the "Security Trustee").

Postcode

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

L19377.28/CP2: 674246.1

Simon Grant

SJ Berwin LLP

10 Queen Street Place

EC4R 1BE

LONDON

For official Use (02/00)

Mortgage Section



Time critical reference

Short particulars of all the property mortgaged or charged

1. Grant of Security

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture are created or made:

- (a) in favour of the Security Trustee;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment, discharge and performance of all of the Secured Obligations only.

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

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Particulars as to commission allowance or discount (note 3)

N/A

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

Signed ST Bernin

Date 13/6/06

On behalf of chargee]†

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 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 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

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* insert full name
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Addendum 4/4

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

2. Fixed Security

2.1 Fixed charges

The Mortgagor charges and agrees to charge all its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

(a) by way of first legal mortgage:

- (i) the Property (if any) specified in Part 1 of the Schedule; and
- (ii) all other Property (if any) at the date of the Debenture vested in, or charged to, such Mortgagor (not referred to in paragraph (a)(i));

(b) by way of first fixed charge:

- (i) all other Property and all interests in Property (not referred to in paragraph (a); and
- (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land;

(c) by way of first fixed charge all plant and machinery (not referred to in paragraphs (a), (b) or (d) and the benefit of all contracts, licences and warranties relating to the same (excluding the benefit of any contracts referred to in paragraph (f);

(d) by way of first fixed charge all HP Assets, which first fixed charge, for the avoidance of doubt, will not be effective until such time as any HP Asset is owned by the Mortgagor;

(e) by way of first fixed charge:

- (i) all computers, vehicles, office equipment and other equipment (not referred to in paragraphs (c) or (d)); and
- (ii) the benefit of all contracts, licences and warranties relating to the same (excluding any contracts referred to in paragraph (f),

(other than any which is for the time being part of the Mortgagor's stock-in-trade or work-in-progress);

(f) by way of first fixed charge, the benefit of all HP Agreements;

(g) by way of first fixed charge:

- (i) all the Charged Securities referred to in paragraph (a) of the definition of "Charged Securities" below;
- (ii) all other Charged Securities (not referred to in paragraph (g)(i)),
in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Mortgagor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

(h) by way of first fixed charge:

- (i) the Security Accounts and all monies at any time standing to the credit of such accounts; and
- (ii) all monies standing to the credit of the Mortgagor from time to time on any and all accounts with any bank, financial institution or other person not otherwise referred to in paragraph (h)(i),
in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

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- (i) by way of first fixed charge:
 - (i) the Intellectual Property (if any) specified in Part 3 of Schedule 2 of the Debenture, which, in the case of the Mortgagor is none; and
 - (ii) all other Intellectual Property (if any) (not referred to in paragraph (i)(i));
- (j) to the extent that any of the Assigned Assets are not effectively assigned as referred to in paragraph 2.2 (Security assignments), by way of first fixed charge those Assigned Assets;
- (k) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Mortgagor or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of the Mortgagor and all bills of exchange and other negotiable instruments held by it; and
- (l) by way of first fixed charge all of the goodwill and uncalled capital of the Mortgagor. ✓

2.2 Security assignments

The Mortgagor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances;
- (c) the Treasury Transactions, all rights and remedies in connection with the Treasury Transactions and all proceeds and claims arising therefrom; and
- (d) all other Receivables ✓ (not otherwise assigned as referred to under paragraphs (a), (b) or (c)).

To the extent that any Assigned Asset described in paragraph (b) is not assignable, the assignment which that paragraph refers to shall operate as an assignment of all present and future rights and claims of the Mortgagor to any proceeds of the Insurances.

2.3 Leasehold interests containing prohibition on charging

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges referred to in paragraphs (a) and (b) of paragraph 2.1 (Fixed charges) any leasehold Property held by the Mortgagor under a lease and any other Property where the freehold is not owned by the Mortgagor where the terms of such lease or other arrangement either preclude absolutely the Mortgagor from creating any Security over its leasehold or other interest in such Property, or require the consent of any third party prior to the creation of such Security (each an "Excluded Property");
- (b) with regard to each Excluded Property, if required by the Security Trustee, the Mortgagor shall, within 10 Business Days of the Unconditional Date, make application for the consent of the third party from whom consent is required and, in respect of any lease which provides that the relevant third party will not unreasonably withhold its consent, to use all reasonable endeavours to obtain such consent as soon as reasonably practicable and to keep the Security Trustee informed of the progress of its negotiations with such third parties; and
- (c) forthwith upon receipt of any such third party consent, the relevant Excluded Property shall thereupon be charged to the Security Trustee as referred to in paragraphs (a) and (b) of paragraph 2.1 (Fixed charges). If required by the Security Trustee in respect of any Excluded Property, at any time following receipt of

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such consent the Mortgagor will execute a legal mortgage in favour of, and in such form as is required by, the Security Trustee.

2.4 Licences, contracts and agreements containing prohibition on charging

- (a) Until the relevant consent shall have been obtained, there shall be excluded from the charges referred to in paragraphs (b)(ii), (c), (e)(ii), (f), (j) and (k) of paragraph 2.1 (Fixed charges) and paragraph 2.2 (Security assignments) all licences, contracts and agreements, including without limitation, any HP Agreements ("Agreements") the terms of which either preclude the Mortgagor from creating any Security over its interest in such Agreement, or require the consent of any third party prior to the creation of such Security (each an "Excluded Agreement");
- (b) with regard to each Excluded Agreement, the Mortgagor undertakes within 10 Business Days of the Unconditional Date or the date of the Deed of Accession (as the case may be) to make application for the consent of the third party from whom consent is required to the creation of Security in favour of Landsbanki Islands hf in respect of the refinancing by Landsbanki Islands hf of the Facilities (the "Refinancing Consent") and, in respect of any Agreement which provides that the relevant third party will not unreasonably withhold consent to use all reasonable endeavours to obtain such consent as soon as reasonably practicable and to keep the Security Trustee informed of the progress of its negotiations with such third parties; and
- (c) the Mortgagor shall use all reasonable endeavours to obtain all Refinancing Consents within one month of the date of the Deed of Accession and forthwith upon receipt of any Refinancing Consent, provide a copy to the Agent.

2.5 There shall be excluded from the charges referred to in:

- (a) paragraphs (a), (b) and (j) of paragraph 2.1 (Fixed charges) and paragraph 2.2 (Security assignments) the property charged pursuant to the legal charge between Wyndeham Graphics Limited and Associates Commercial Corporation Limited dated 24 April 2002; and
- (b) paragraphs (h) and (j) of paragraph 2.1 (Fixed charges) and paragraph 2.2 (Security assignments) the deposit charged pursuant to the rent deposit deed entered into between Wyndeham Graphics Limited and Sun Life Assurance Company of Canada on 10 January 1990

3. Floating Charge

The Mortgagor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) which are not effectively charged by way of first legal mortgage or first fixed charge or assigned as referred to in paragraph 2.1 (Fixed Charges), paragraph 2.2 (Security assignments) or any other provision of the Debenture.

4. Negative Pledge

The Mortgagor will not do or agree to do any of the following without the prior written consent of the Security Trustee:

- (a) create or permit to subsist any Security on any of the Security Assets (except any HP Agreement or any HP Asset) (except a Permitted Security); or
- (b) create or permit to subsist any Security on any HP Agreement or any HP Asset (except a Permitted Security); or
- (c) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except any HP Agreement or any HP Asset) (except as permitted under the Facilities Agreement); or

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- (d) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any HP Agreement or any HP Asset

In this form 395, the following terms have the following meanings:

"Additional Borrower" means a company which becomes a Borrower in accordance with the Facilities Agreement.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with the Facilities Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Agent" means Landsbanki Islands hf as agent.

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the Facilities Agreement.

"Arranger" means Landsbanki Islands hf as arranger.

"Assigned Assets" means the Security Assets expressed to be assigned as referred to in paragraph 2.2 (Security assignment).

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower under the Facilities Agreement.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London, Reykjavik and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities.

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Charged Securities" means:

- (a) the securities specified in Part 2 of the Schedule; and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Mortgagor, held by any nominee on its behalf or in which it has an interest at any time.

"Company" means Daybreak Acquisitions Limited, a company incorporated under the law of England with registration number 5752369.

"Dagsbrun" means Dagsbrun hf, a company incorporated under the law of Iceland with registration number 6008982059.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Deed of Accession" means a deed of accession to the Debenture in the form set out in Schedule 7 (Deed of Accession)

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to the Debenture.

"Facilities" has the meaning ascribed to it in the Facilities Agreement.

"Facilities Agreement" means the £120,000,000 senior multicurrency term and revolving facilities agreement dated 24 March 2006 and arranged by Landsbanki Islands hf for Daybreak Acquisitions Limited.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank or any Ancillary Lender.

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

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the Facilities Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"HP Agreement" means a hire purchase agreement entered into by the Mortgagor.

"HP Assets" means any asset which is the subject of a HP Agreement.

"Initial Charging Companies" means any of the Company, Midco and the Parent.

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Mortgagor, or in which the Mortgagor from time to time has an interest.

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets of each member of the Group.

"Issuing Bank" means Landsbanki Islands hf and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

"Lender" means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with the Facilities Agreement which in each case has not ceased to be a party under the Facilities Agreement.

"Letter of Credit" means:

- (a) a letter of credit, substantially in the form set out in Schedule 11 (Form of Letter of Credit) of the Facilities Agreement or in any other form requested by the Parent and agreed by the Agent and the Issuing Bank; or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Agent and the Issuing Bank.

"Midco" means Daybreak Midco Limited, a company incorporated under the law of England and Wales with registration number 5752395.

"Obligor" means a Borrower or a Guarantor other than Dagsbrun.

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* insert full name
of company

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"Offer" means the offer for all the issued or to be issued shares of Wyndeham Press Group plc made by the Mortgagor.

"Original Borrower" means the Mortgagor.

"Original Guarantor" means Dagsbrun, the Parent, Midco and the Company.

"Original Lender" means Landsbanki Islands hf.

"Parent" means Daybreak Holdco Limited, a company incorporated under the law of England and Wales with company number 5752398.

"Permitted Security" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group;
- (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as:
 - (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors; and
 - (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the Unconditional Date if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group; and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of the date of acquisition of such asset;
- (d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the Unconditional Date, where the Security or Quasi-Security is created prior to the date on which that company becomes a member of the Group if:
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company;
 - (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company; and
 - (iii) the Security or Quasi-Security is removed or discharged within three months of that company becoming a member of the Group;
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (f) any Security or Quasi-Security (existing as at the date of this Agreement) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by the date specified in paragraph (d) of Clause 27.33 (Conditions Subsequent) of the Facilities Agreement;
- (g) any Quasi-Security arising as a result of a disposal which is permitted under the Facilities Agreement;

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- (h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness" in the Facilities Agreement; or
- (i) any Security arising under the Transaction Security Documents.

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture, or at any time thereafter, belonging to the Mortgagor, or in which the Mortgagor has an interest at any time (including the registered and unregistered land (if any) in England and Wales and all other property and assets specified in Part 1 of the Schedule), together with:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of that property; and
- (d) the benefit of all covenants given in respect thereof.

"Quasi-Security" means any of the transactions:

- (i) sale, transfer or other disposal of assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
- (ii) sale, transfer or other disposal of any receivables on recourse terms;
- (iii) the entry into of any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (iv) the entry into of any other preferential arrangement having a similar effect in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Mortgagor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and
- (b) all proceeds of any of the foregoing.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Related Rights" means, in relation to any Charged Securities:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below;

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- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

"Relevant Contract" means each of the agreements specified in Part 4 of Schedule 2 (Details of Security Assets) of the Debenture which, in the case of the Mortgagor, is none together with each other agreement supplementing or amending or novating or replacing the same.

"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 Account" means such specially designated account(s) with the Security Trustee as the Security Trustee may from time to time direct or such other account(s) with such other bank as the Security Trustee may from time to time direct, together with all additions to or renewals or replacements thereof (in whatever currency).

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture.

"Security Beneficiaries" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate.

"Subsidiary" means of a company or corporation means any company or corporation:

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation; or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation; and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

"Unconditional Date" means the date on which the Offer becomes or is declared unconditional in all respects.

Short Particulars of all the property mortgaged or charged (continued)

SCHEDULE

Part 1: Property

Title Number (if any)	Description of Property	(Registered) Proprietor/Tenant	Lease details (if any)
EX443872	The Bentalls Complex, Colchester Road, Maldon, Essex CM9 4NW	Wyndeham Heron Ltd	N/A - Freehold
HS165423	Castle Press, 371 Victoria Street, Grimsby	Wyndeham Gait Ltd	N/A - Freehold
WSX142782	Unit 11/12 Grange Industrial Estate, Grange Road, Southwick, West Sussex	Wyndeham Grange Ltd	N/A - Freehold
EX676665	Unit 1 Europa Business Park, Croft Way, Witham, Essex CM8 2FN	Wyndeham Graphics Ltd	N/A - Freehold
WSX152672	106-110 Brighton Road, Shoreham, West Sussex	Wyndeham Grange Ltd	Lease dated 16 November 1989 with a term of 25 years from 29 September 1989
WSX152668	Butts Road, Southwick, West Sussex BN43 4EJ	Wyndeham Grange Ltd	Lease dated 16 November 1989 with a term of 25 years from 29 September 1989
	Audley House, Hove Street, East Sussex BN23 2DE	Wyndeham Press Group plc	Lease dated 25 March 1996 with a term of 10 years from 25 March 1996
	Cairngorm Gate, Winterhill, Milton Keynes MK6 1AY	Wyndeham Keyne Print Ltd	Lease dated 24 November 1988 with a term of 20 years from 1 January 1987
	Callywhite Lane, Dronfield, Sheffield S18 6XP	Wyndeham Hubbard Ltd	Lease dated 14 February 2005 with a term of 6 tears from 1 July 2004
	Unit 13 Grange Industrial Estate, Grange Road, Southwick, West Sussex	Wyndeham Grange Limited	Lease dated 2 July 1999 with a term of 12 years from 4 June 1999
	Unit 14 Grange	Wyndeham Grange	Lease dated 28 April 1998

	Industrial Estate, Grange Road, Southwick, West Sussex	Limited	with a term commencing on 28 April 1998 and expiring on 21 June 2008
	Impact House, Unit L1 (Unit 3) Grafton Way, West Han Industrial Estate, Basingstoke, Hants RG22 6HY	Wyndeham Impact Ltd	Lease dated 27 October 1988 with a term of 25 years commencing on 29 September 1988 and expiring on 28 September 2013
	Impact House, Unit L2 (Unit 4) Grafton Way, West Han Industrial Estate, Basingstoke, Hants RG22 6HY	Wyndeham Impact Ltd	Lease dated 27 October 1988 with a term of 25 years expiring on 29 September 2013
	Impact House, Unit L3 (Unit 5) Grafton Way, West Han Industrial Estate, Basingstoke, Hants RG22 6HY	Wyndeham Impact Ltd	Lease dated 27 October 1988 with a term of 25 years expiring on 28 September 2013
	Impact House, Unit F1 and F2 Grafton Way, West Han Industrial Estate, Basingstoke, Hants RG22 6HY	Wyndeham Impact Ltd	Lease dated 2 December 2005 with a term of 8 years, 7 months and 20 days expiring 28 September 2013
	Impact House, Unit K (Unit 2) Grafton Way, West Han Industrial Estate, Basingstoke, Hants RG22 6HY	Wyndeham Impact Ltd	Lease dated 15 February 1989 with a term of 25 years from 15 February 1989
	4 Old Wolverton Road, Old Wolverton, Milton Keynes MK12 5NP	Wyndeham Keyne Print Ltd	Lease dated 2 February 1988 with a term of 20 years from 1 July 1987
	32 Paul Street, London EC2A 4DB	Wyndeham Pre-Press Limited	Lease dated 14 January 1992 with a term of 15 years from 7 March 1992
	32 Paul Street, London EC2A 4DB Fourth Floor Blocks A, B, C and Part E F & G C-Part	Wyndeham Pre-Press Limited	Lease dated 27 August 1993 with a term of 15 years from 24 June 1993
	Units 1-2 Sovereign Park, Laporte Way Luton LU4 3EL	Wyndeham Westway Ltd	Lease dated 17 September 2001 with a term of 20 years from 25 March 2001

	Unit 3 Sovereign Park, Laporte Way Luton LU4 3EL	Wyndeham Westway Ltd	Lease dated 17 September 2001 with a term of 20 years from 25 March 2001
	262 Water Road, Wembley	Wyndeham Westway Ltd	Lease dated 28 September 2001 commencing on 28 September 2001 expiring 20 December 2006
	Car Park 102/108 Clifton Street, London	Wyndeham Pre-Press Limited	Lease dated 3 October 1996 with a term of 9 years from 4 October 1996
	17/19 Kennedy Way, Immingham, Humberside	Wyndeham Gait Ltd	Lease with a term of 15 years from 6 November 1998 expiring on 5 November 2013
	Unit 1, Greenwood Court Industrial Estate, Ramridge Road, Luton	Wyndeham Westway Ltd	Lease dated 28 July 2004 with a term of 2 years from 25 May 2004
	Units 2 & 3 Roach Bank Road, Pilsworth Industrial Estate, Bury	Wyndeham Connect Ltd	Lease dated 28 February 2000 with a term of 5 years from 1 October 1999
	Basement and Ground Floor, Crowne House, 56/58 Southwark Street, London	Icon Reproduction Limited	Lease dated 15 May 2000 with a term of 10 years from 15 May 2000 expiring on 14 May 2010
	Units WH1 and 2 Weald Hall Farm Commercial Centre, A414 Canes Lane, North Weald, Epping, Essex	Wyndeham Blacketts Limited	Lease dated 27 November 2002 commencing 1 December 2002
	Unit 3 Weald Hall Farm Commercial Centre, A414 Canes Lane, North Weald, Epping, Essex	Wyndeham Blacketts Limited	Lease dated 27 February 2004 commencing 1 March 2004
	Unit 3 Weald Hall Farm Commercial Centre, A414 Canes Lane, North Weald, Epping, Essex	Wyndeham Blacketts Limited	Lease dated 14 July 2004 commencing 21 July 2004
	Unit 18B Weald Hall Farm Commercial Centre, A414 Canes Lane, North Weald, Epping, Essex	Junction 7 Finishers Limited	Lease dated 22 December 2004 commencing January 2005

	Unit 17 Weald Hall Farm Commercial Centre, A414 Canes Lane, North Weald, Epping, Essex	Wyndeham Blacketts Limited	Lease dated 19 December 2003 commencing 1 January 2004
	Unit 3, Maverton Road Industrial Estate, Maverton Road, Bow London E3	Wyndeham Graphics Limited	Lease dated 28 November 2000 commencing 28 November 2000 with an expiry date of 10 February 2015
	Unit 4, Maverton Road Industrial Estate, Maverton Road, Bow London E3	Wyndeham Graphics Limited	Lease dated 28 November 2000 commencing 28 November 2000 with an expiry date of 10 February 2015

Part 2: Charged Securities

Name of Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued Share Capital
Daybreak Holdco Limited	Daybreak Midco Limited	Ordinary	1	£1
Daybreak Midco Limited	Daybreak Acquisitions Limited	Ordinary	1	£1
Daybreak Acquisitions Limited	Wyndeham Press Group plc	Ordinary	39,319,777	£51,461,300
Wyndeham Press Group plc	Wyndeham Gait Limited	Ordinary	16,761	£16,761
		Ordinary A	15,927	£15,927
	Wyndeham Pre-Press Limited	Ordinary	40,000	£40,000
	Aquaprint Limited	Ordinary	851,000	£851,000
	B+P Limited	Ordinary	20,000	£20,000
	Wyndeham Blacketts Limited	Ordinary	50,000	£50,000
	Wyndeham Grange Limited	Ordinary	740,586	£740,586
	Wyndeham Hubbard Limited	Ordinary	5,950	£5,950
	Wyndeham Heron Limited	Ordinary	16,165,026	£16,165,026
	Wyndeham Graphics Limited	Ordinary B	200,000	£200,000
	Wyndeham Impact Limited	Ordinary	10,000	£10,000
		Ordinary Non-voting	526	£526
	Wyndeham Keyne Print Limited	Ordinary	1,100	£1,100
	Impact Litho Limited	Ordinary	400	£400
	Grange Press Southwick Limited	Ordinary	100,000	£100,000
	Keyne Print Limited	Ordinary	1,020	£1,020

	Wyndeham Print Direct Limited	Ordinary	2,143,484	£2,143,484
	Westway Offset Limited	Ordinary	7,000	£7,000
	Wyndeham Westway Limited	Ordinary	14,800	£14,800
	Icon Reproduction Limited	Ordinary	100	£100
	Wyndeham Trustee Limited	Ordinary	1	£1
	Wyndeham Connect Limited	Ordinary Ordinary B	55,000 45,000	£55,000 £45,000
	Albert Gait Limited	Ordinary	1	£1
	Argent Colour Limited	Ordinary	1	£1
	Wyndeham Kestrel Limited	Ordinary	97,125	£97,125
	G.M.I. Design Limited	Ordinary	100	£100
	Wyndeham Bespoke Limited	Ordinary	2	£2
Wyndeham Gait Limited	Albert Gait (Offset) Limited	Ordinary	4,468	£4,468
	Albert Gait Printers Limited	Ordinary	32,025	£32,025
	BR Hubbard Printers Limited	Ordinary	1,000	£1,000
	Argent Colour Limited	Ordinary	1	£1
	Albert Gait Limited	Ordinary	6,791	£6,791
Wyndeham Blacketts Limited	Blacketts Litho Limited	Ordinary	1	£1
	Blacketts Reproduction Limited	Ordinary	75,000	£75,000
	Blacketts Print Management Limited	Ordinary	2	£2
	Blacketts Web Limited	Ordinary	1,000	£1,000

	Junction 7 Finishers Limited	Ordinary	100	£100
Wyndeham Print Direct Limited	Print Direct Limited	Ordinary	2	£2
	Print Direct Graphics Limited	Ordinary	100	£100
	Print Direct 1987 Limited	Ordinary	100,000	£100,000
Wyndeham Graphics Limited	Global Media Imaging Limited	Ordinary	100	£100
	Marlin Imaging Limited	Ordinary	100	£100

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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. 01774813

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION SUPPLEMENTAL TO A DEBENTURE DATED 24 MARCH 2006 AND DATED THE 12th JUNE 2006 AND CREATED BY WYNDEHAM GRAPHICS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LANDSBANKI ISLANDS HF (AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES) AND/OR THE OTHER SECURITY BENEFICIARIES (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 13th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JUNE 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES