

395

Pursuant to section 395 of the Companies Act 1985

Company number

* Adare Lexicon Limited (the "Chargor")

24 March 2006

Debenture entered into between, *inter alios*, the Chargor and the Security Trustee (as defined below) (the "**Debenture**")

All or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred under the terms of each or any of the Finance Documents to the Security Beneficiaries (or any of them) by the Obligors, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Security Beneficiaries (or any of them) shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses properly incurred which the Security Beneficiaries may incur in connection with the preservation, protection or enforcement of its respective rights under the Finance Documents (the "**Secured Liabilities**")

The Governor and Company of the Bank of Scotland
4th Floor, Lisbon House, 116 Wellington Street, Leeds (the "Security Trustee")

Postcode LS1 4LT

DJP/ha2/#6331355

Time critical reference

A11
COMPANIES HOUSE

615
12/04/2006

SEE ANNEXURE

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Travis Smith

Date

11 April 2006

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee 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 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

ANNEXURE TO FORM 395 –ADARE LEXICON LIMITED – 6331355

1. Pursuant to the Debenture, the Chargor charged to the Security Trustee as a continuing security, and with full title guarantee, for the payment or discharge of the Secured Liabilities:-
 - 1.1 by way of legal mortgage all the freehold and leasehold property (including the property (if any) described in the schedule to this form 395) vested in it at the date of the Debenture, whether or not the title to the property is registered at The Land Registry, together with all buildings, fixtures (including trade and tenant's fixtures but excluding fixtures and fittings which the tenant shall be entitled to remove from the property charged under the Debenture at the expiration or sooner determination of the applicable Occupational Lease), plant and machinery which are (both at the date of the Debenture and thereafter) at any time on such property subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained;
 - 1.2 by way of fixed charge:-
 - 1.2.1 (to the extent that the same are not the subject of a mortgage under the provisions of paragraph 1.1 above) all freehold and leasehold property belonging to it after the date of the Debenture, together with all buildings, fixtures (including trade and tenant's fixtures but excluding fixtures and fittings which the tenant shall be entitled to remove from the property charged under the Debenture at the expiration or sooner determination of the applicable Occupational Lease), plant and machinery which are at any time on such property subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;
 - 1.2.2 (to the extent that the same are not the subject of a mortgage under the provisions of paragraph 1.1 above) all its interests (both at the date of the Debenture and thereafter) in or over land or the proceeds of sale of it and all its licences (both at the date of the Debenture and thereafter) to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures but excluding fixtures and fittings which the tenant shall be entitled to remove from the property charged under the Debenture at the expiration or sooner determination of the applicable Occupational Lease), plant and machinery which are at any time on the property charged under the Debenture, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;
 - 1.2.3 all its goodwill and uncalled capital for the time being;
 - 1.2.4 subject to the provisions of paragraph 2 below all stocks, shares and other securities owned (at law or in equity) by it (both at the date of the Debenture and thereafter) which are not charged under the provisions of paragraph 2 below and all rights and interests accruing or offered at any time in relation to them, all its rights and interests in,

and claims under, all policies of insurance and assurance held, or to be held by, or insuring to its benefit and the benefit of all rights and claims to which it is at the date of the Debenture, or may be, entitled under any contracts;

- 1.2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, software, all applications for registration of any of them and other intellectual property rights held, or to be held, by it or in which it may have an interest subject in each case to any necessary third party's consent to such charge being obtained and the benefit of all agreements (both at the date of the Debenture and thereafter) relating to the use of or licensing or exploitation of any such rights (owned by it or others subject in each case to any necessary third party's consent to such charge being obtained) and subject to any necessary third party's consent to such charge being obtained, all fees, royalties or similar income derived from or incidental to any of the foregoing (both at the date of the Debenture and thereafter) in any part of the world;
- 1.2.6 all its book and other debts and monetary claims (both at the date of the Debenture and thereafter), whether payable at the date of the Debenture or in the future and the benefit of all its rights and claims against third parties relating to them and capable of being satisfied by the payment of money (both at the date of the Debenture and thereafter) (save as charged under the provisions of paragraph 1.2.4) so long as it is entitled to deal with the aforementioned in the ordinary course of business whilst no Event of Default is continuing unremedied and unwaived;
- 1.2.7 all plant and machinery owned by it both at the date of the Debenture and thereafter and not otherwise charged under the other provisions of this paragraph 1 and all other chattels owned by it both at the date of the Debenture and thereafter (excluding any of the same which, at the date of the Debenture, formed part of its stock in trade or work in progress);
- 1.2.8 all its bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (both at the date of the Debenture and thereafter, including the right to interest) so long as it is entitled to deal with the aforementioned in the ordinary course of business whilst no Event of Default is continuing unremedied and unwaived; and
- 1.2.9 the Realisations Account and all monies at any time standing to the credit of the Realisations Account, such account at all times to be operated in accordance with the terms of the Common Terms Agreement,

provided that any property or assets situated in Scotland or the rights to which are governed by the laws of Scotland are excluded from the mortgages and charges created or effected under the provisions of paragraphs 1.1, 1.2.1 and 1.2.2 above; and

- 1.3 by way of floating charge all the Assets not effectively otherwise charged by the preceding provisions of this paragraph 1, including (without limitation) any of its immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1.1 above subject, in the case of leasehold properties, to any necessary third party's consent to such charge being obtained.
2. Pursuant to the Debenture, the Chargor, with full title guarantee and as continuing security for the payment and discharge of all the Secured Liabilities:-
 - 2.1.1 charged and agreed to provide an equitable charge to the Security Trustee in respect of all Group Shares held by it both at the date of the Debenture and thereafter; and
 - 2.1.2 by way of security, agreed to deliver to the Security Trustee, or as the Security Trustee may direct (A) all certificates and other documents of title or evidence of ownership of the Group Shares and (B) instruments of transfer in respect of such Group Shares (executed in blank and left undated).
3. Pursuant to the Debenture, the Chargor, with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Liabilities, assigned and agreed to assign by way of security (where capable of assignment) to the Security Trustee (subject to its right to redeem such assignment upon payment or discharge in full of the Secured Liabilities) all its rights, title and interest in and to:-
 - 3.1 the Acquisition Agreement;
 - 3.2 the Hedging Documents; and
 - 3.3 the Insurances, all claims under the Insurances and all proceeds of the Insurances,

so long as it is entitled to exercise its rights, title and interest set out in paragraphs 3.1, 3.2 and 3.3 unless an Event of Default is continuing unremedied and unwaived.
4. Pursuant to the Debenture, it was agreed that to the extent that any right, title and interest referred to in paragraph 3 above was not assignable or capable of assignment, the assignment thereof purported to be effected by such paragraph was to operate as an assignment of any and all compensation, damages, income, profit or rent (to the extent the aforementioned are capable of assignment) which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment and discharge in full of the Secured Liabilities.
5. Pursuant to the Debenture, the Chargor agreed that, except as permitted under the terms of any Finance Document, it would not without the previous written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) create, or attempt to create, or permit to subsist, any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged pursuant to the Debenture.

6. The following terms shall have the following meanings when used in this form 395:-

"Acquisition Agreement" means the agreement dated 24 March 2006 and made between the Vendors and the Borrower pursuant to which the Borrower agreed to purchase the entire issued share capital of NAPG Limited;

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor and is subject to any security created pursuant to the Debenture;

"Borrower" means ACICS Limited, a company incorporated in England and Wales with registered number 5709792 and whose registered address is at Park Mill, Clayton West, Huddersfield HD8 9QQ;

"BoS" means The Governor and Company of the Bank of Scotland;

"Commitment" means a Senior Facility A Loan Commitment, a Senior Facility B Loan Commitment, a Senior Facility C Loan Commitment, a Senior Mezzanine Loan Commitment, a Junior Mezzanine Loan Commitment, an Investor Loan Commitment or a Revolving Facility Commitment.

"Common Terms Agreement" means the common terms agreement dated 24 March 2006 and made between BoS as Senior Agent, Senior Mezzanine Agent, Junior Mezzanine Agent, Investor Loan Agent, Senior Lender, Security Trustee, Senior Mezzanine Lender, Junior Mezzanine Lender, Subordinated Lender, Working Capital Bank and the Borrower;

"Default Rate" means, in relation to any Facility at any time, the rate which is one per cent (1%) per annum over the rate at which interest is payable on that Facility;

"Enforcement Event" means the occurrence of an Event of Default which is continuing unremedied and unwaived and which has resulted in the Relevant Agent giving notice under the Common Terms Agreement (other than a notice declaring Loans to be due on demand and/or otherwise requiring that interest is payable on the Relevant Facility at the Default Rate and/or requiring the Borrower to pay an administration fee);

"Event of Default" means an event of default listed in schedule 6 to the Common Terms Agreement;

"Facilities" means the Senior Facility, the Senior Mezzanine Facility, the Junior Mezzanine Facility, the Revolving Facility, the Investor Loan Facility and the Working Capital Facility (if any), as the context may require (each a **"Facility"**);

"Finance Documents" means the Senior Documents, the Working Capital Letter, the Senior Mezzanine Documents, the Junior Mezzanine Documents, the Investor Loan Documents and the Intercreditor Deed;

"Group" means, at any time, the Borrower and its Subsidiaries (each a **"Group Company"**);

"Group Shares" means all shares directly held by the Chargor in respect of any Group Company, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Chargor both at the date of the Debenture and thereafter;

"Hedging Arrangements" means such interest rate protection agreements (with the Hedging Bank) to reduce exposure to changes in the short-term and long-term interest risk associated

with the Commitments (other than Revolving Facility Commitment) in accordance with the agreed hedging strategy at the date of the Common Terms Agreement;

"Hedging Bank" means HBOS Treasury Services plc as provider of the Hedging Arrangements and its successors and assigns (whether immediate or derivative);

"Hedging Documents" means the documents entered into between the Borrower and the Hedging Bank in respect of the Hedging Arrangements;

"Insurances" means all policies of insurance which are at any time held by or written in favour of the Chargor, or in which the Chargor may from time to time have an interest;

"Intercreditor Deed" means the intercreditor agreement dated 24 March 2006 and made between, *inter alios*, the Borrower (1), the Senior Agent (2), BoS as a Senior Lender (3), the Senior Mezzanine Agent (4), BoS as a Senior Mezzanine Lender (5), the Junior Mezzanine Agent (6), BoS as a Junior Mezzanine Lender (7), the Investor Loan Agent (8) BoS as a Subordinated Lender (9) the Working Capital Bank (10), BoS as Security Trustee (11), the equity investors listed in schedule 1 to the Intercreditor Deed (12) and the Hedging Bank (13);

"Investor Loan" means, at any time, the principal amount outstanding under the Investor Loan Facility at such time;

"Investor Loan Agent" means, BoS in its capacity as agent for the Subordinated Lenders and its successors and assigns (whether immediate or derivative);

"Investor Loan Agreement" means the letter dated 24 March 2006 and made between the Borrower (1) the Investor Loan Agent (2) and BoS as a Subordinated Lender (3) for an investor loan in the aggregate principal amount of £10,000,000 made available to the Borrower by the Subordinated Lender;

"Investor Loan Commitments" means:

- (i) in relation to BoS, £10,000,000 and the amount of any other Investor Loan Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Subordinated Lender, the amount of Investor Loan Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"Investor Loan Documents" means the Investor Loan Agreement, the Common Terms Agreement, the Security Documents insofar as the same secure the Investor Loan Facility and all documents supplemental to any of them which are designated as **"Investor Loan Documents"** by the Investor Loan Agent and the Borrower;

"Investor Loan Facility" means the investor loan facility, in the aggregate principal amount of £10,000,000 made available to the Borrower by the Subordinated Lenders pursuant to the terms of the Investor Loan Agreement;

"Junior Mezzanine Agent" means BoS in its capacity as agent for the Junior Mezzanine Lenders and its successors and assigns (whether immediate or derivative);

"Junior Mezzanine Documents" means the Junior Mezzanine Loan Agreement, the Common Terms Agreement, the Security Documents insofar as they secure the Junior

Mezzanine Facility and all documents supplemental to any of them which are designated as "**Junior Mezzanine Documents**" by the Junior Mezzanine Agent and the Borrower;

"**Junior Mezzanine Facility**" means the junior mezzanine loan facility, in the aggregate principal amount of £22,000,000 made available to the Borrower by the Junior Mezzanine Lenders pursuant to the terms of the Junior Mezzanine Loan Agreement;

"**Junior Mezzanine Lenders**" means any party to the Common Terms Agreement and/or any Finance Document (whether as at the date of the Common Terms Agreement or thereafter pursuant to the provisions of the Common Terms Agreement) which is under an obligation to the Relevant Agent and/or the Borrower to make available any part of the Junior Mezzanine Facility and/or has otherwise at any relevant date made available any part of the Junior Mezzanine Loan (each a "**Junior Mezzanine Lender**");

"**Junior Mezzanine Loan**" means, at any time, the principal amount outstanding under the Junior Mezzanine Facility at such time;

"**Junior Mezzanine Loan Agreement**" means the letter dated 24 March 2006 and made between the Borrower (1), the Junior Mezzanine Agent (2), and BoS as Junior Mezzanine Lender (3) for a junior mezzanine loan in the aggregate principal amount of £22,000,000;

"**Junior Mezzanine Loan Commitments**" means:

- (i) in relation to BoS, £22,000,000 and the amount of any other Junior Mezzanine Loan Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Junior Mezzanine Lender, the amount of Junior Mezzanine Loan Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"**Loans**" means the Senior Loans, the Senior Mezzanine Loan, the Junior Mezzanine Loan, the Investor Loan and a Revolving Facility Loan, as the context may require (each a "**Loan**");

"**Obligors**" means the Borrower, Adare Printing Group (UK) Limited, Kall Kwik UK Limited, Adare Label Converters Limited, Adare Properties (UK) Limited, Darley Limited, Kalamazoo Security Print Limited, Adare Lexicon Limited, Adare Halcyon Limited, Adare Intellidata Limited, Adare On Demand Communications Limited, Prontaprint Group Limited, Continuous Stationery Limited, Prontaprint Limited and Adare Carwin Limited;

"**Occupational Lease**" means any agreement for lease, lease, licence, tenancy, overriding lease or occupational arrangement to which the freehold or leasehold properly mortgaged or charged under or pursuant to the Debenture may be subject from time to time;

"**Realisations Account**" means an interest bearing account held by the Borrower with the Security Trustee into which certain proceeds and amounts are paid in accordance with the Common Terms Agreement;

"**Relevant Agent**" means, in respect of:

- (i) the Senior Documents, the Senior Agent;
- (ii) the Senior Mezzanine Documents, the Senior Mezzanine Agent;
- (iii) the Junior Mezzanine Documents, the Junior Mezzanine Agent; and

- (iv) the Investor Loan Documents, the Investor Loan Agent;

"Relevant Facility" means, at any time, the facility granted pursuant to a Relevant Finance Document;

"Relevant Finance Document" means, in the context of any term or provision of the Common Terms Agreement:

- (i) the Finance Document which, by reference, has incorporated that term or provision as part of its own terms and provisions; and/or
- (ii) the Finance Document to which such term or provision of the Common Terms Agreement applies;

"Relevant Funders" means, in respect of:

- (i) the Senior Documents, the Senior Agent and the Senior Lenders;
- (ii) the Working Capital Letter, the Working Capital Bank;
- (iii) the Senior Mezzanine Documents, the Senior Mezzanine Agent and the Senior Mezzanine Lenders;
- (iv) the Junior Mezzanine Documents, the Junior Mezzanine Agent and the Junior Mezzanine Lenders; and
- (v) the Investor Loan Documents, the Investor Loan Agent and the Subordinated Lenders,
- (each a **"Relevant Funder"**);

"Revolving Facility" means the revolving credit facility, in the aggregate principal amount of £7,000,000 made available to the Borrower by the Senior Lenders pursuant to the terms of the Senior Facilities Agreement;

"Revolving Facility Commitment" means:

- (i) in relation to BoS, £7,000,000 and the amount of any other Revolving Facility Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Senior Lender, the amount of any Revolving Facility Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"Revolving Facility Loan" means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan (as the context may require);

"Security Beneficiaries" means the Senior Agent, the Senior Lenders, the Security Trustee, the Senior Mezzanine Agent, the Senior Mezzanine Lenders, the Junior Mezzanine Agent, the Junior Mezzanine Lenders, the Investor Loan Agent, the Subordinated Lenders, the Hedging Bank and the Working Capital Bank (each a **"Security Beneficiary"**);

"Security Documents" means the documents listed under the heading of "Security" in the Common Terms Agreement (excluding for this purpose the Intercreditor Deed), and any other security granted to any Relevant Funder and/or the Security Trustee which is permitted in accordance with the terms of the Intercreditor Deed;

"Senior Documents" means the Senior Facilities Agreement, the Security Documents, the Common Terms Agreement and all documents supplemental to any of them which are designated in writing as **"Senior Documents"** by the Senior Agent and the Borrower;

"Senior A Facility" means the senior facility in the aggregate principal amount of £20,000,000 made available by the Senior Lenders to the Borrower pursuant to the terms of the Senior Facilities Agreement;

"Senior Agent" means BoS in its capacity as agent for the Senior Lenders and its successors and assigns (whether immediate or derivative);

"Senior B Facility" means the senior facility in the aggregate principal amount of £20,000,000 made available by the Senior Lenders to the Borrower pursuant to the terms of the Senior Facilities Agreement;

"Senior C Facility" means the senior facility in the aggregate principal amount of £20,000,000 made available by the Senior Lenders to the Borrower pursuant to the terms of the Senior Facilities Agreement;

"Senior Facilities Agreement" means the letter dated 24 March 2006 and made between the Borrower (1), the Senior Agent (2) and BoS as a Senior Lender (3) under which the Senior Facility is made available to the Borrower;

"Senior Facility" means each of the Senior A Facility, the Senior B Facility, the Senior C Facility and the Revolving Facility;

"Senior Facility A Loan" means, at any time, the principal amount outstanding under the Senior A Facility at such time;

"Senior Facility A Loan Commitments" means:

- (i) in relation to BoS, £20,000,000 and the amount of any other Senior Facility A Loan Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Senior Lender, the amount of Senior Facility A Loan Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"Senior Facility B Loan" means, at any time, the principal amount outstanding under the Senior B Facility at such time;

"Senior Facility B Loan Commitments" means:

- (i) in relation to BoS, £20,000,000 and the amount of any other Senior Facility B Loan Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Senior Lender, the amount of Senior Facility B Loan Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"Senior Facility C Loan" means, at any time, the principal amount outstanding under the Senior C Facility at such time;

"Senior Facility C Loan Commitments" means:

- (i) in relation to BoS, £20,000,000 and the amount of any other Senior Facility C Loan Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Senior Lender, the amount of Senior Facility C Loan Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"Senior Lenders" means any party to the Common Terms Agreement and/or any Finance Document (whether as at the date of the Common Terms Agreement or thereafter pursuant to the provisions of the Common Terms Agreement) which is under an obligation to the Relevant Agent and/or the Borrower to make available any part of the Senior Facility and/or has otherwise at any relevant date made available any part of the Term Loan (each a **"Senior Lender"**);

"Senior Loans" means each and any of the Senior Facility A Loan, the Senior Facility B Loan, the Senior Facility C Loan and the Revolving Facility Loans;

"Senior Mezzanine Agent" means, BoS in its capacity as agent for the Senior Mezzanine Lenders and its successors and assigns (whether immediate or derivative);

"Senior Mezzanine Documents" means the Senior Mezzanine Loan Agreement, the Common Terms Agreement, the Security Documents insofar as they secure the Senior Mezzanine Facility and all documents supplemental to any of them which are designated in writing as **"Senior Mezzanine Documents"** by the Senior Mezzanine Agent and the Borrower;

"Senior Mezzanine Facility" means the senior mezzanine loan facility in the aggregate principal amount of £20,000,000 made available by the Senior Mezzanine Lenders to the Borrower pursuant to the terms of the Senior Mezzanine Loan Agreement;

"Senior Mezzanine Lenders" means any party to the Common Terms Agreement and/or any Finance Document (whether as at the date of the Common Terms Agreement or thereafter pursuant to the provisions of the Common Terms Agreement) which is under an obligation to the Relevant Agent and/or the Borrower to make available any part of the Senior Mezzanine Facility and/or has otherwise at any relevant date made available any part of the Senior Mezzanine Loan (each a **"Senior Mezzanine Lender"**);

"Senior Mezzanine Loan" means, at any time, the principal amount outstanding under the Senior Mezzanine Facility at such time;

"Senior Mezzanine Loan Agreement" means the letter dated 24 March 2006 and made between the Borrower (1), the Senior Mezzanine Agent (2), and BoS as Senior Mezzanine Lender (3) for a senior mezzanine loan in the aggregate principal amount of £20,000,000;

"Senior Mezzanine Loan Commitments" means:

- (i) in relation to BoS, £20,000,000 and the amount of any other Senior Mezzanine Loan Commitment transferred to it under the Common Terms Agreement; and
- (ii) in relation to any other Senior Mezzanine Lender, the amount of Senior Mezzanine Loan Commitment transferred to it under the Common Terms Agreement,

to the extent not cancelled, reduced or transferred by it under the Common Terms Agreement;

"Subordinated Lenders" means any party to the Common Terms Agreement and/or any Finance Document (whether as at the date of the Common Terms Agreement or thereafter pursuant to the provisions of the Common Terms Agreement) which is under an obligation to the Relevant Agent and/or the Borrower to make available any part of the Investor Loan Facility and/or has otherwise at any relevant date made available any part of the Investor Loan (each a **"Subordinated Lender"**);

"Subsidiary" means:

- (i) a subsidiary, as defined in Section 736 of the Companies Act 1985 (as re-enacted, amended or extended from time to time); and
- (ii) a subsidiary undertaking, as defined in Section 258 and Schedule 10A of the Companies Act 1985 (as re-enacted, amended or extended from time to time);

"Term Loan" means, at any time, the principal amount outstanding at such time under the Senior Facility but excluding for this purpose the principal amount outstanding at such time under the Revolving Facility;

"Vendors" means the persons listed in schedule 1 to the Acquisition Agreement;

"Working Capital Bank" means BoS as provider of the Working Capital Facility, and its successors and assigns (whether immediate or derivative);

"Working Capital Document" means each document relating to or evidencing the terms of a Working Capital Facility;

"Working Capital Facility" means the working capital and ancillary facilities at any time given to a Group Company by the Working Capital Bank and the amount of it outstanding at any time; and

"Working Capital Letter" means, at any time, the letter at such time from the Working Capital Bank to the Borrower, governing the provision of the relevant Working Capital Facility.

SCHEDULE

DETAILS OF PROPERTY

Land on the North East side of Dock Lane, Shipley, registered at The Land Registry under title number WYK145009

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03014889

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 24th MARCH 2006 AND CREATED BY ADARE LEXICON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY THE OBLIGORS TO THE 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 12th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th APRIL 2006.

A handwritten signature in black ink, appearing to read 'L. Hughes'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES