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COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use Company number

116

06132417

Name of company

HF GROUP ACQUISITIONCO LIMITED (the "Chargor")

I, CHRISTOPHER STUART BOWEN
of 2 BRINDLEY ROAD, OLD TRAGOLD, MANCHESTER, M16 9HQ

† Delete as
appropriate

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc

§ The date of
registration may
be confirmed
from the
certificate

¶ Insert brief
details of
property

[~~a director~~] [the secretary] [~~the administrator~~] [~~the administrative receiver~~] † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in (full) (part) ‡

Date and Description of charge ‡ Fixed and Floating Security Document dated 30 April 2008

Date of Registration § 8 May 2008 ✓

Name and address of [chargee] [~~trustee for the debenture holders~~] Harris, N.A. (the "Lender") ✓
111 West Monroe Street, Chicago, Illinois, United States

Short particulars of property charged ¶
(Please see attached schedule) ✓

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835

Declared at 497 Chester Rd
Manchester M16 9HF

Declarant to sign below

Day Month Year

on 03 07 2008

before me [Signature]

✓ A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Not a Commissioner for Oaths
DY 71827
01/07/2008

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

Linklaters LLP
One Silk Street
London EC2Y 8HQ

Ref Alex Jeffery

For official use
Mortgage section

Post room

THURSDAY



LKKDG1AT

Laserform International Limited

LD5

10/07/2008

102

COMPANIES HOUSE

Schedule- Details of Property Charged

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender, by way of first fixed charge, all its present and future

- (i) Book Debts,
- (ii) Bank Accounts,
- (iii) Investments,
- (iv) uncalled capital and goodwill,
- (v) Intellectual Property,
- (vi) beneficial interest in any pension fund,
- (vii) plant and machinery, and
- (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 Floating Charge

2.1 Creation

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Lender by way of first floating charge all of its present and future

- (a) undertaking and assets, both present and future (including assets expressed to be charged to Clause 3 (Fixed Charges) of the Deed), and
- (b) (whether or not effectively so charge) heritable property and all other property and assets in Scotland,

with the exception of the Excluded Assets

2.2 Ranking

The floating Charge created by the Chargor ranks

- (a) behind all the fixed Charges created by the Chargor, but
- (b) in priority to any other Security over the Charged Assets except for Security ranking in priority in accordance with paragraph (f) of Schedule 1 (*Rights of Receivers*) of the Deed

2.3 Conversion by notice

The Lender may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

2.4 Automatic conversion

2.4.1 If

- (i) the Chargor takes any step to create any Security in breach of Clause 5.1 (*Security*) of the Deed over any of the Charged Assets not subject to a fixed Charge, or
- (ii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

2.4.2 Paragraph (a) of Clause 4.4 (*Automatic conversion*) of the Deed will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

In the Form, except to the extent that the context requires otherwise

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

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

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Deed

"Deed" means the Fixed and Floating Security Document between the Chargor and the Lender dated 30 April 2008

"Enforcement Event" means any event or circumstance specified as such in Clause 10 (*Enforcement Events*) of the Deed

"Excluded Assets" means all present and future Real Property belonging to the Chargor

"Facility Agreement" means the loan authorization agreement between the Lender and the Chargor dated 30 April 2008

"Finance Document" means

- (a) the Facility Agreement,

- (b) the Deed,
- (c) any other Security Document, and
- (d) any other document designated as such by the Lender and the Chargor

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

- (a) moneys borrowed,
- (b) any amount raised by acceptance under any acceptance credit facility,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing,
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account),
- (h) shares which are expressed to be redeemable,
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"GAAP" means generally accepted accounting principles, standards and practices in the United Kingdom

"Insurances" of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related

licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Liabilities", means all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Lender under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"Party" means a party to the Deed

"Real Property" means all present and future freehold and leasehold property in England and Wales and other present and future real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"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 Document" means the Deed and any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any Finance Document