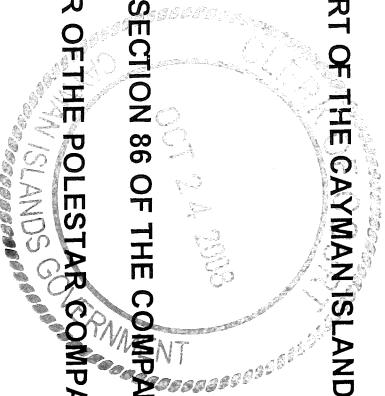


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁴⁸⁵ OF 2008

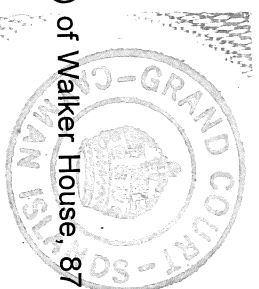
IN THE MATTER OF SECTION 86 OF THE COMPANIES LAW (2007 REVISION)
AND IN THE MATTER OF THE POLESTAR COMPANY LIMITED



PETITION

To the Grand Court of the Cayman Islands

The humble petition of The Polestar Company Limited (the "Company ") of Walker House, 87 Mary Street, George Town, Grand Cayman, Cayman Islands shows that:



1. The object of this Petition is to seek the sanction of the Court of a scheme of arrangement (the "Scheme") under Section 86 of the Companies Law (2007 Revision) (the "Companies Law") between the Company and its creditors under the Mezzanine Facility (as defined below) and the Senior Facility (as defined below) (the "Scheme Creditors"). A true copy of the Scheme is annexed to this Petition by way of Schedule.

The Petitioner

2. The Company was incorporated in the Cayman Islands on 25 October 2006 as an exempted limited liability company with registered number 176258 with the name Paper Acquisitions Limited. By duly executed special resolution, on or about 26 January 2007 the Company changed its name to The Polestar Company Limited.
3. The registered office of the Company is situated at the offices of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9002. The Company's principal place of business in the United Kingdom is located at 1 Apex Business Park, Boscombe Road, Dunstable, Bedfordshire, LU5 4SB
4. The objects for which the Company was established are unrestricted and the Company has full power and authority to carry out any object not prohibited by any law as provided by section 7(4) of the Companies Law.

5. The Company carries on business as the intermediate holding company for a group of companies (the "**Ink Group**"), which provides printing and related services within the United Kingdom and Europe.
6. The present authorised share capital of the Company is US\$1.00 divided into 1 share of a nominal or par value of US\$1.00 and £180,000,000 divided into 18,000,000,000 Ordinary Shares of £0.01 nominal or par value.
7. As of the date of presentation of this Petition, 17,085,866,130 of the 18,000,000,000 Ordinary Shares of £0.01 each have been issued and are fully paid up or credited as fully paid up and the remainder remain unissued and 1 share of a nominal or par value of US\$1.00 has been issued and is fully paid up or credited as fully paid up
8. All of the issued Shares in the Company are held by its parent entity, a further Cayman Islands registered exempted limited liability company, Ink Acquisitions Limited ("**Ink**").

Object of the Scheme

9. The object and purpose of the Scheme is to effect a restructuring of the Company's debt so that it and the Ink Group when combined with other measures have sufficient funding in order to allow them to continue to operate on an ongoing basis. The principal terms of the proposed restructuring are set out in a term sheet approved by the Company's board of Directors on 17 October 2008 (the "**Term Sheet**") and via this Scheme shall constitute a compromise and arrangement between the Company and its Scheme Creditors such that Mezzanine Scheme Claims (as that term is defined in the Scheme) are extinguished and Senior Scheme Claims (as that term is defined in the Scheme) are varied and exchanged for the Scheme Consideration (as that term is defined in the Scheme).
10. The Company was the principal borrower under mezzanine and senior lending facilities which were also guaranteed by Ink. Should the Scheme be implemented, it is intended that (i) the mezzanine credit agreement made between, amongst others, the Company, Ink and certain mezzanine lenders dated 13 December 2006 (as amended from time to time) (the "**Mezzanine Facility**") will be effectively terminated with the lenders under the Mezzanine Facility receiving new class C Shares in Ink and (ii) the terms of the amended and restated senior credit agreement made between, amongst others, the Company, Ink and certain senior lenders dated 26 September 2008 (as amended from time to time)

(the "Senior Facility") will be varied (and further amended and restated) upon new terms to be approved by the requisite majorities of the lenders under the Senior Facility.

11. The principal features of the Scheme are that at the Effective Time (as that term is defined in the Scheme) in consideration of the rights of Scheme Creditors under the Scheme and in exchange for the extinguishment of the Mezzanine Scheme Claims (as that term is defined in the Scheme) and the variation of the Senior Scheme Claims (as that term is defined in the Scheme) and notwithstanding any term of any relevant document:
 - (a) the Mezzanine Interest shall be waived;
 - (b) The Mezzanine Obligations shall be novated to Ink in consideration for an intercompany debt to be left outstanding;
 - (c) The Mezzanine Scheme Claims shall be extinguished in exchange for which the Mezzanine Scheme Creditors, or their Designees, shall receive the Scheme Consideration (being one issued and allotted New Ink Share for each £1.00 of its Mezzanine Scheme Claim); and
 - (d) The terms of the Senior Facility, the Security Agreement and the Intercreditor Agreement shall be amended and restated in the form of the Amended Senior Facility, the Amended Security Agreement and the Amended Intercreditor Agreement respectively. In exchange for the variation of the Senior Scheme Claims, the Senior Scheme Creditors shall receive the Scheme Consideration whereby the Senior Scheme Creditors shall acquire the rights and obligations arising pursuant to the Amended Finance Documents (as is more particularly described in the Term Sheet).

Court Meetings of Scheme Creditors

12. The Company intends to seek leave to convene separate class meetings of its Scheme Creditors (the "Scheme Class Meetings") for the purpose of considering and, if thought fit, approving (with or without modification) the Scheme.
13. The Company considers the appropriate classes of Scheme Creditors to be as follows:

- (a) the creditors of the Company with a Mezzanine Scheme Claim (the "**Mezzanine Scheme Creditors**");
- (b) the creditors of the Company with a Senior Scheme Claim relating to the Term A Facility provided under the Senior Facility (the "**Senior Class A Scheme Creditors**");
- (c) the creditors of the Company with a Senior Scheme Claim relating to Tranches B1 and B2 of the Term B Facility provided under the Senior Facility (the "**Senior Class B1&B2 Scheme Creditors**");
- (d) the creditors of the Company with a Senior Scheme Claim relating to Tranche B3 of the Term B Facility provided under the Senior Facility (the "**Senior Class B3 Scheme Creditors**"); and
- (e) the creditors of the Company with a Senior Scheme Claim relating to the Revolving Facility provided under the Senior Facility (the "**Senior Revolving Class Scheme Creditors**").

Your Petitioner therefore humbly prays as follows:

1. The Scheme be sanctioned by the Court so as to be binding on the Company and the Scheme Creditors subject to satisfaction or waiver of the conditions set out in the Term Sheet.
2. That all necessary directions be made including:
 - (a) the Company be at liberty to convene separate class meetings of the Scheme Creditors for the purpose of each class considering and, if thought fit, approving (with or without modification) the Scheme;
 - (b) a declaration as to the relevant classes of Scheme Creditors entitled to be present and vote upon the Scheme at the respective Scheme Class Meetings;
 - (c) directions as to the method of convening the Scheme Class Meetings and for the mode of delivery of the Explanatory Statement (as that term is defined in the Scheme) and proxy forms to the Scheme Creditors; and

(d) the appointment of a Chairman in respect of each of the Scheme Class Meetings and for directions that the Chairman should report the result thereof to this honourable Court.

3. That such further or additional orders may be made as the Court shall see fit

AND your Petitioner will ever pray etc.

DATED the 24th day of October 2008



WALKERS

Attorneys-at-Law for the Petitioner

NOTE: This Petition is not intended to be served on any person

ENDORSEMENT

This Petition having been presented to the Grand Court of the Cayman Islands on the 24th day of October 2008 will be heard at the Grand Court of the Cayman Islands on:

Date:

Time:

(or as soon thereafter as this Petition can be heard)

This Petition was presented by Walkers, Attorneys-at-Law for the Petitioners whose address for service is care of their said Attorneys, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001

SCHEDULE – SCHEME OF ARRANGEMENT

THE POLESTAR COMPANY LIMITED SCHEME

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. of 2008

IN THE MATTER OF THE POLESTAR COMPANY LIMITED

and

IN THE MATTER OF THE COMPANIES LAW (2007 REVISION)

SCHEME OF ARRANGEMENT
(under section 86 of the Companies Law (2007 Revision) of the Cayman Islands)

BETWEEN:

THE POLESTAR COMPANY LIMITED
(an exempted company incorporated with limited liability and registered under the laws of the
Cayman Islands with registered number 176258)

and

ITS SCHEME CREDITORS
(as hereinafter defined)

and

INK ACQUISITIONS LIMITED
(an exempted company incorporated with limited liability and registered under the laws of the
Cayman Islands with registered number 176233)

PART I

PRELIMINARY

Recitals

DEFINITIONS

A In this Scheme, unless the context otherwise requires or unless otherwise expressly provided for, the following expressions shall bear the following meanings:

Allowed Proceeding

Any proceeding by a Scheme Creditor to enforce its rights under this Scheme where any party fails to perform its obligations under this Scheme.

Amended Finance Documents

The Amended Intercreditor Agreement, the Amended Security Agreement and the Amended Senior Facility.

Amended Intercreditor Agreement

The amendment and restatement of the Intercreditor Agreement to be effected pursuant to this Scheme, the terms of which are more particularly described in the Term Sheet.

Amended Security Agreement

The amendment and restatement of the Security Agreement to be effected pursuant to this Scheme, the terms of which are more particularly described in the Term Sheet.

Amended Senior Facility

The further amendment and restatement of the Senior Facility to be effected pursuant to this Scheme, the terms of which are more particularly described in the Term Sheet.

Business Day

Any day on which banks are open for business in London and the Cayman Islands.

Companies Law

The Companies Law (2007 Revision) of the Cayman Islands.

Company

The Polestar Company Limited, an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 176258.

Designee

Any entity designated by a Mezzanine Creditor as the recipient of any or all of the New Ink Shares otherwise to be issued to such Mezzanine Creditor.

Effective Date

The date and time at which an office copy of the Order of the Grand Court sanctioning this Scheme shall have been delivered to the Registrar of

Companies in the Cayman Islands for registration at which time this Scheme shall become effective.

Explanatory Statement

The explanatory statement issued pursuant to Order 102, Rule 21 of the Rules of the Grand Court and including notices of the Scheme Class Meetings.

Grand Court

The Grand Court of the Cayman Islands.

Ink

Ink Acquisitions Limited, an exempted company incorporated with limited liability and registered under the laws of the Cayman Islands with registered number 176233, and presently the holder of all of the issued shares of the Company.

Ink Group

Includes Ink, the Company and all of its wholly owned subsidiaries.

Intercreditor Agreement

The intercreditor agreement made between, amongst others, the Company, Ink and certain of their creditors dated 13 December 2006.

Mezzanine Facility

The mezzanine credit agreement made between, amongst others, the Company, Ink and certain mezzanine lenders dated 13 December 2006 (as amended from time to time).

Mezzanine Interest

All accrued interest under the Mezzanine Facility as at the Effective Date (including cash, PIK and default interest and any other capitalized interest).

Mezzanine Obligations

The obligations as at the Effective Date in respect of all outstanding indebtedness under the Mezzanine Facility of the Borrower (as defined therein) from time to time (being the original principal amounts owing and any applicable prepayment fee, but excluding the Mezzanine Interest).

Mezzanine Scheme Claims

Any claim or right to which a Mezzanine Scheme Creditor is, or may in any circumstances become, entitled to bring or enforce in respect of or in any way arising from, whether directly or indirectly, the Mezzanine Obligations.

Mezzanine Scheme Creditors

The creditors of the Company with a Mezzanine Scheme Claim who are more particularly described in Schedule 2 hereto.

New Ink Shares

New class C shares in Ink of a nominal or par value of £0.01 (to be issued with a £0.088 premium per share) to be issued to the Mezzanine Scheme Creditors or any of their Designees so that following the issuance of such shares, the Mezzanine Scheme Creditors and their Designees will hold 97.5% of the total issued ordinary shares in Ink, with each

Mezzanine Scheme Creditor or its Designee holding the same proportion of such new class C shares in Ink as its respective amount outstanding under the Mezzanine Facility (by reference to the total principal amount and any prepayment fee outstanding under the Mezzanine Facility).

PIK
Payment in kind, being interest accruing until maturing or refinancing of the Mezzanine Facility.

Proceeding
Any process, suit, action, legal or other proceeding including without limitation any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, demand, execution, restraint, forfeiture, reentry, seizure, lien, enforcement of judgment, enforcement of any security or enforcement of any letters of credit.

Prohibited Proceeding
Any proceeding against the Company, Ink or the Ink Group or their property in any jurisdiction whatsoever other than an Allowed Proceeding.

Register of Members
The Company's register of members kept in accordance with section 40 of the Companies Law.

Scheme
This scheme of arrangement in respect of the Company under section 86 of the Companies Law in its present form or with or subject to any modifications, additions or conditions that are consented to by the Company and that the Grand Court may approve or impose.

Scheme Claim
Any claim or right to which a Scheme Creditor is, or may in any circumstances become, entitled to bring or enforce against the Company.

Scheme Consideration
The New Ink Shares and the rights arising under the Amended Finance Documents, as appropriate (as are summarised in the Term Sheet).

Scheme Creditor
A creditor of the Company in respect of a Scheme Claim (and includes the Mezzanine Scheme Creditors and the Senior Scheme Creditors).

Scheme Class Meetings
The separate class meetings of each class of Scheme Creditor convened at the direction of the Grand Court.

Scheme Record Date
The close of business London time on 29 October 2008.

Security Agent
J.P. Morgan Europe Limited.

Security Agreement

The security agreement made between, amongst others, the Company, Ink, the Security Agent and certain secured creditors dated 13 December 2006.

Senior Facility

The amended and restated senior credit agreement made between, amongst others, the Company, Ink and certain senior lenders dated 26 September 2008 (as amended from time to time).

Senior Class A Scheme Creditor

The creditors of the Company relating to the Term A Facility provided under the Senior Facility with a Scheme Claim and who are more particularly described in Schedule 3 hereto.

Senior Class B1&B2 Scheme Creditor

The creditors of the Company relating to Tranches B1 and B2 of the Term B Facility provided under the Senior Facility with a Scheme Claim and who are more particularly described in Schedule 4 hereto.

Senior Class B3 Scheme Creditor

The creditors of the Company relating to Tranche B3 of the Term B Facility provided under the Senior Facility with a Scheme Claim and who are more particularly described in Schedule 5 hereto.

Senior Revolving Class Scheme Creditor

The creditors of the Company relating to the Revolving Facility provided under the Senior Facility with a Scheme Claim and who are more particularly described in Schedule 6 hereto.

Senior Scheme Claim

Any claim or right to which a Scheme Creditor is, or may in any circumstances become, entitled to bring or enforce against the Company in respect of or in any way arising from, whether directly or indirectly, monies advanced pursuant to the Senior Facility.

Senior Scheme Creditors

Senior Class A Scheme Creditors, Senior Class B1&B2 Scheme Creditors, Senior Class B3 Scheme Creditors and Senior Revolving Class Scheme Creditors, together.

Shareholders' Agreement

The shareholders' agreement made between, amongst others, the Company, Ink and the shareholders of Ink and dated 13 December 2006 (as amended from time to time).

sterling or £

Pounds sterling, being the currency of the UK for the time being.

Term Sheet

The term sheet which describes the principal terms and conditions of the proposed restructuring of the Company's debt the subject of this Scheme, including a supplement which provides a summary of the amendments to be made to the Amended

Finance Documents following implementation of the Scheme, and which appears at Schedule 1 hereto.

UK

The United Kingdom.

USS

United States dollars, being the lawful currency of the United States of America for the time being.

INTERPRETATION

B In this Scheme, unless the context otherwise requires or otherwise expressly provides:

- (1) references to Recitals, Parts, clauses and sub-clauses are references to the Recitals, Parts, clauses and sub-clauses respectively of this Scheme;
- (2) references to a "person" include references to an individual, firm, partnership, company, corporation, other legal entity, unincorporated body of persons or any state or state agency;
- (3) references to a statute or a statutory provision include the same as subsequently modified, amended or re-enacted from time to time;
- (4) references to an agreement, deed or document shall be deemed also to refer to such agreement, deed or document as amended, supplemented, restated, verified, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant thereto;
- (5) the singular includes the plural and vice versa and words importing one gender shall include all genders;
- (6) headings to Recitals, Parts, clauses and sub-clauses are for ease of reference only and shall not affect the interpretation of this Scheme; and
- (7) to the extent that there shall be any conflict or inconsistency between the terms of this Scheme and the Proxy Statement then the terms of this Scheme shall prevail.

THE COMPANY

C The Company was incorporated in the Cayman Islands on 25 October 2006 as an exempted limited liability company with registered number 176258. The Company was incorporated in the Cayman Islands with the name Paper Acquisitions Limited. By duly executed special resolution, on or about 26 January 2007 the Company changed its name to The Polestar Company Limited.

D As of 23 October 2008, the Company had an authorised share capital of US\$1.00 divided into 1 share of a nominal or par value of US\$1.00 and £180,000,000 divided into 18,000,000,000 Ordinary Shares of £0.01 nominal or par value each in the capital of the Company, of which 17,085,866,130 Ordinary Shares have been issued and are fully paid up or credited as fully paid up, and the remainder remain unissued and 1 share of a nominal or par value of US\$1.00 has been issued and is fully paid up or credited as fully paid up.

THE PURPOSE OF THIS SCHEME

- E The object and purpose of the Scheme is to effect a restructuring of the Company's debt so that it and the Ink Group when combined with other measures have sufficient funding in order to allow them to continue to operate on an ongoing basis. The Scheme provides for the extinguishment of the Mezzanine Scheme Claims and the variation of the Senior Scheme Claims in consideration for the allotment, issue or vesting, as applicable, of the Scheme Consideration to Scheme Creditors. Further details as to the Scheme Consideration are set out in the Tern Sheet.

PART II

THE SCHEME

Application and effectiveness of this Scheme

1. The compromise and arrangement effected by this Scheme shall apply to all Scheme Claims and shall be binding on all Scheme Creditors. The rights of Scheme Creditors obtained under this Scheme shall be accepted by them in full and final settlement of all Scheme Claims.

Effect of this Scheme

2. At the Effective Time all of the right, title and interest of Scheme Creditors in the Scheme Claims shall be subject to the arrangement implemented by the mechanism set out in clause 3.

Compromise and Arrangement with the Scheme Creditors

3. At the Effective Time, in consideration of the rights of Scheme Creditors under this Scheme and in exchange for the extinguishment of the Mezzanine Scheme Claims and the variation of the Senior Scheme Claims and notwithstanding any term of any relevant document, the following will occur in the order set forth below:
 - (a) The Mezzanine Interest shall be waived;
 - (b) The Mezzanine Obligations shall be novated to Ink in consideration for an intercompany debt to be left outstanding;
 - (c) The Mezzanine Scheme Claims shall be extinguished in exchange for which the Mezzanine Scheme Creditors, or their Designees, shall receive the Scheme Consideration (being one issued and allotted New Ink Share for each £1.00 of its Mezzanine Scheme Claim); and
 - (d) The terms of the Senior Facility, the Security Agreement and the Intercreditor Agreement shall be amended and restated in the form of the Amended Senior Facility, the Amended Security Agreement and the Amended Intercreditor Agreement respectively. In exchange for the variation of the Senior Scheme Claims, the Senior Scheme Creditors shall receive the Scheme Consideration whereby the Senior Scheme Creditors shall acquire the rights and obligations arising pursuant to the Amended Finance Documents (as is more particularly described in the Term Sheet).

PART III

IDENTIFICATION OF SCHEME CLAIMS

Scheme Record Time

4. All Scheme Claims shall be calculated as at the Scheme Record Time.
5. Any Scheme Claim which at the Scheme Record Time is not immediately due and payable but on the Company going into insolvent liquidation would, either automatically without further action by any party or by the issue of a notice by the relevant Scheme Creditor, be capable of being made legally due and payable shall be treated for the purposes of this Scheme as immediately due and payable as at the Scheme Record Time (and hence not treated as a contingent debt or a debt payable at a future time).

Assignments or transfers

6. The Company shall be under no obligation to recognise any assignment or transfer of Scheme Claims after the Scheme Record Time for the purposes of determining entitlements under this Scheme, provided that where the Company has received from the relevant parties notice in writing of such assignment or transfer, the Company may, in its sole discretion and subject to the production of such other evidence as it may require and to any other terms and conditions which it may consider necessary or desirable, agree to recognise such assignment or transfer for the purposes of determining entitlements under this Scheme. It shall be a term of such recognition that the assignee or transferee of a Scheme Claim so recognised by the Company shall be bound by the terms of this Scheme and for the purposes of this Scheme shall be a Scheme Creditor.
7. Notwithstanding anything in this Scheme to the contrary, any Mezzanine Scheme Creditor may designate a Designee by providing the Company with written notice no later than 2 Business Days before the Scheme Class Meetings specifying such Designee's full name, registered office and the percentage of that Mezzanine Creditor's New Ink Shares that Ink shall issue to the Designee. In the event that a Mezzanine Creditor nominates a Designee in accordance with this Scheme, all such references to the Mezzanine Creditor shall apply to the Designee, as relevant.

PART IV

SCHEME PAYMENTS

Distribution To Scheme Creditors

8. The distribution of the Scheme Consideration shall be in accordance with the terms of this Scheme and shall be binding on the Scheme Creditors and any person deriving title from them.

Rights of Scheme Creditors

9. Pursuant to clause 3, with effect from and including the Effective Time, each Mezzanine Scheme Creditor shall in accordance with the Scheme cease to have any rights with respect to the Mezzanine Facility, and related rights with respect to the Security Agreement and the Intercreditor Agreement, except the right to receive the New Ink Shares pursuant to the terms of this Scheme. With effect from and including the Effective Time, all Mezzanine Scheme Claims shall be extinguished. With effect from and including the Effective Time all Senior Scheme Creditors' rights under the Senior Facility (and related documents) shall be varied in accordance with the terms of this Scheme.

PART V

GENERAL SCHEME PROVISIONS

Effective Time and Notification to Scheme Creditors

10. This Scheme shall become effective at the Effective Time.
11. The Company shall arrange for the Order of the Grand Court sanctioning the Scheme to be delivered to the Cayman Islands Registrar of Companies upon satisfaction or waiver of all of the conditions precedent specified in the Term Sheet and thereafter notify each Scheme Creditor that the Scheme has become effective.

Stay of Prohibited Proceedings

12. None of the Scheme Creditors shall commence a Prohibited Proceeding in respect of or arising from this Scheme after the Effective Time.
13. A Scheme Creditor may commence an Allowed Proceeding against the Company or Ink after the Effective Time provided that it has first given the Company five Business Days' prior notice in writing of its intention to do so.

Future Liquidation

14. This Scheme shall be unaffected by any future liquidation of the Company and shall in those circumstances remain in force according to its terms.

Modifications of this Scheme

15. The Company may, at any hearing before the Grand Court to sanction this Scheme, consent on behalf of all Scheme Creditors to any modification of this Scheme or any terms or conditions which the Grand Court may think fit to approve or impose.

Notice

16. Any notice or other written communication to be given under or in relation to this Scheme shall be given in writing and shall be deemed to have been duly given if it is delivered by hand or sent by post, to:
 - (a) in the case of the Company or Ink, care of Walkers SPV Limited, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands (attention: Ben Benson / Matthew Goucke);
 - (b) in the case of a Scheme Creditor, its last known address according to the Company; and
 - (c) in the case of any other person, any address set forth for that person in any agreement entered into in connection with this Scheme or the last known address according to the Company, or by fax its last known fax number according to the Company.
17. Any notice or other written communication to be given under this Scheme shall be deemed to have been served:

- (a) if delivered by hand or courier, on the first Business Day following delivery;
 - (b) if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting;
 - (c) if by fax, on the Business Day sent; and
 - (d) if by advertisement, on the date of publication.
18. In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.
19. Save in the case of a notice, written communication or document required to be sent pursuant to clause 10, the accidental omission to send any notice, written communication or other document in accordance with clauses 15 to 17 or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of this Scheme.
20. The Company shall not be responsible for any loss or delay in the transmission of any notices, other documents or payments posted by or to any Scheme Creditors which shall be posted at the risk of such Scheme Creditors.

Exercise of Discretion

21. When under any provision of this Scheme a matter is to be determined by the Company, then it will have discretion to interpret such matter under the Scheme in a manner that it considers fair and reasonable, and its decisions will be binding on all concerned. The Company may consent to any modification of this Scheme on behalf of its creditors which the Grand Court may think fit to approve or impose.

Governing Law and Jurisdiction

22. At and with effect from the Effective Time, the operative terms of this Scheme shall be governed by, and construed in accordance with, the laws of the Cayman Islands and the Scheme Creditors hereby agree that the Courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which arises out of or connected with the terms of this Scheme or their implementation or out of any action taken or omitted to be taken under this Scheme or in connection with the administration of this Scheme and for such purposes, the Scheme Creditors irrevocably submit to the jurisdiction of the Courts of the Cayman Islands, provided, however, that nothing in this clause shall affect the validity of other provisions determining governing law and jurisdiction as between the Company and any of its Scheme Creditors, whether contained in any contract or otherwise.
23. The terms of this Scheme and the obligations imposed on the Company hereunder shall take effect subject to any prohibition or condition imposed by any applicable law.

Expiry of the Scheme

24. Unless the Effective Time shall have occurred on or before 31 January 2009 or such later date, if any, as the Company may agree and the Grand Court may allow, this Scheme shall lapse.

Dated this 24th day of October 2008

WALKERS

SCHEDULE 1 – TERM SHEET

THE POLESTAR COMPANY LIMITED

Restructuring Term Sheet

Part A

Subject to contract

This term sheet (the **Term Sheet**) describes the principal terms and conditions of the proposed restructuring (the **Restructuring**) of the outstanding indebtedness of The Polestar Company Limited (**TPCL** or the **Company**) and equity of Ink Acquisitions Limited (**Ink** or the **Parent**).

Please note that this Term Sheet contains confidential information, which is legally privileged. We would ask that each recipient respect and maintains such confidence. Nothing in this Term Sheet should be construed as a waiver of legal privilege. To the extent that there has been any inadvertent waiver, it is expressly limited to the contents of this Term Sheet.

Unless otherwise expressly defined herein, words and expressions defined in the £95,000,000 senior credit agreement as amended and restated most recently on 26 September 2008 (the **Senior Credit Agreement**) shall have the same meaning herein.

- Parties to the Restructuring**
- (a) The Senior Lenders under the Senior Credit Agreement;
 - (b) the Mezzanine Lenders under the existing Mezzanine Credit Agreement;
 - (c) the Company;
 - (d) the Parent;
 - (e) the Facility Agent under the Senior Credit Agreement;
 - (f) the Facility Agent under the Mezzanine Credit Agreement;
 - (g) the Security Agent; and

(h) the Investors.

Senior Lenders: The lenders of record under the Senior Credit Agreement.

Mezzanine Lenders The lenders of record under the Mezzanine Credit Agreement.

The Debt for Equity Conversion: There will be a conversion of all of the debt owed under the Mezzanine Credit Agreement for equity in the Parent (the **Debt for Equity Conversion**) as follows:

- (a) all of the Mezzanine Lenders will convert all the indebtedness owed to them under the Mezzanine Credit Agreement into a new class of shares, being C ordinary shares of the Parent. The procedure for the conversion is outlined in the Schedule to this term sheet;
- (b) the conversion will be implemented in a manner that ensures that the C ordinary shares to be held by the Mezzanine Lenders will be held in the same proportions that their respective principal amounts outstanding bear to the total principal amount outstanding under the Mezzanine Credit Agreement;
- (c) the conversion of the Mezzanine debt would amount to a full and complete discharge of the Company, the Parent and the other Obligors under the Mezzanine Credit Agreement;
- (d) the converted Mezzanine debt will (subject to the exercise of any investment rights under (e) below of existing A ordinary shareholders) represent 97.5% of the issued ordinary share capital of the Parent; and
- (e) the existing A ordinary shareholders in the Parent (the **Existing Shareholders**) will be offered the right to subscribe to new C ordinary shares in cash (at the same price per C ordinary shares as the C ordinary shares are valued in the Debt for Equity conversion) as co-investors along with the Mezzanine Lenders, pursuant to a follow-along right. The proceeds of the subscription of C ordinary shares by the existing shareholders shall be

available to be utilised for the general corporate purposes of the Company.

Effective Date: The last date on which all of the conditions precedent to the various restructuring documents have been satisfied (including, but not limited to, the issuance of the shares to the Mezzanine Lenders)

Restructuring Lock-Up Agreement: It is the intention of the Senior Lenders, the Mezzanine Lenders (together with the Senior Lenders, the Lenders), the Facility Agents under each of the Senior Credit Agreement and the Mezzanine Credit Agreement, the Security Agent, the Company and the Parent to enter into a legally binding lock-up agreement whereby they will each commit (i) to take reasonable endeavours to assist with the Restructuring; and (ii) not to take steps to frustrate the Restructuring (the **Restructuring Lock-Up Agreement**).

Restructuring Documents

- (a) Restructuring Lock Up Agreement;
- (b) Mezzanine Novation Agreement;
- (c) Debt for Equity Conversion Agreement;
- (d) Amended and Restated Senior Credit Agreement;
- (e) Amended and Restated Shareholders Agreement;
- (f) Amended and Restated Intercreditor Agreement;
- (g) Amended and Restated Security Agreement;
- (h) any supplementary or ancillary documents to the foregoing.

Conditions

Precedent:

Conditions precedent to the completion of the Restructuring, to be delivered or procured on or before the Effective Date (in form and substance satisfactory to the Facility Agent) shall be as follows:

- (a) all applicable corporate documentation;
- (b) Restructuring Documents and ancillary documents;
- (c) issue of new shares in Parent;
- (d) agreement to new Group business model; and
- (e) opinions.

The Senior

Facilities:

The Senior Facilities shall be provided on the terms set out in Part B of this Term Sheet by amending and restating the Senior Credit Agreement.

Publicity:

The content and timing of any public disclosure of the terms of the Restructuring or the provisions of this Term Sheet or the definitive restructuring documentation shall be agreed in advance between the Lenders (or an appointed committee), the Company and the Parent. Subject to complying with any party's regulatory requirements or as otherwise required by law or regulatory authority or a court of competent jurisdiction, all other disclosures shall be subject to confidentiality as further set out in the Restructuring Lock-Up Agreement.

Trading

Restrictions:

The Senior Lenders may trade their positions in the Senior Facilities throughout the term of the Restructuring Lock-Up Agreement **provided** however that any transferee will be required to accede to the Restructuring Lock-Up Agreement. Lenders of record are to be Qualifying Banks and transfers are to be by way of novation only.

Governing Law: English law

Part B
The Senior Facilities

All the terms and conditions of the Senior Credit Agreement shall continue to be in force and remain unchanged, except to the extent as detailed under this Term Sheet which shall be implemented by amending and restating the existing Senior Credit Agreement.

Adjustment to repayment of Final Term A Repayment Date; in a single instalment on 13 December 2012 (i.e. no longer amortising)

Tranches: Final Term B Repayment Date; 13 June 2013

Final Tranche B3 Repayment Date; 13 December 2012

Revolving Facility Repayment Date; 13 December 2012

Margin on Tranches: Margin on each of the continuing Term B Advances shall be increased from the Effective Date by 100 bps and all interest on Term B Advances for 12 months from Effective Date shall PIK.

Margin on the continuing Term A Advances shall be increased from the Effective Date by 125 bps and all interest on Term A Advances for 12 months from Effective Date shall PIK.

Margin on the Revolving Advances shall remain at 150 bps.

Negative Pledge: Clause 17.2(b) of the Senior Credit Agreement to be amended to permit Security Interests over companies, businesses or assets purchased pursuant to Permitted Acquisitions which secure Permitted Financial Indebtedness.

Permitted Financial Indebtedness: Clause 17.2(c) of the Senior Credit Agreement to be amended as follows:

- (a) to permit Financial Indebtedness of any company or business acquired by the Group as a Permitted Acquisition;
- (b) to delete the proviso in paragraph (ix) so as to allow any

finance or capital leases without any caps.

Permitted Guarantee definition: Clause 17.2(d) of the Senior Credit Agreement to be amended to provide for guarantees existing within companies or businesses purchased as Permitted Acquisitions or considered necessary or desirable in connection with a Permitted Acquisition.

Loans: Clause 17.2(e) of the Senior Credit Agreement to be amended to permit intra Group lending contemplated following any Permitted Acquisition provided that the debtor has become an Obligor.

Permitted Acquisition(s): Clause 17.2 (j) of the Senior Credit Agreement to be amended to include the following as a **Permitted Acquisition:**

The acquisition of 100% of the issued share capital of a limited liability company or a business or any asset for the business (including any plant, equipment or machinery for the business), shall be permitted if:

- (a) where the cost (including any assumed debt) of the relevant acquisition is to be funded by advances under the permitted Acquisition Headroom, the Majority Lenders have consented to that acquisition;
- (b) the Company has provided the Facility Agent with reasonable details of the acquisition including details of the company, business or assets to be acquired, the total consideration to be paid and the sources of funding for the acquisition;
- (c) at least 5 business days prior to the completion of that acquisition, the Company shall deliver to the Facility Agent all due diligence reports commissioned by the Group relating to the relevant acquisition;
- (d) the Company has delivered to the Facility Agent a certificate confirming that (a) it is satisfied with the due diligence it has undertaken in connection with the acquisition and (b) there is no material contingent liability (including environmental liability) which will be assumed by the Group with respect to the relevant acquisition;

- (e) no Event of Default has occurred and is continuing at the time of that acquisition or would occur as a result of the acquisition (there will be a 4 month clean up period in respect of events and circumstances relating to the entities to be acquired);
- (f) the principal business of any company or business being acquired is similar to or complementary to the business of a member of the Group, and is incorporated or established and carries on its principal business in the European Union;
- (g) at least 5 business days prior to the completion of the acquisition of any company, business or asset, the Company shall deliver to the Facility Agent a certificate confirming that: (i) the EBITDA of the Group will increase immediately following, or within 12 months of, the acquisition taking into account reasonably expected savings and synergies resulting from that acquisition and assuming, in relation to any acquisition of an asset, the full integration of that asset into the business and operations of the Group (and, in each case, as confirmed by the financial due diligence) (the **Synergies**); and (ii) the ratio of Total Debt to EBITDA for the 12 months immediately following the acquisition will, taking into account the Synergies, be lower than it is projected it would have been had the acquisition not taken place; and
- (h) subject to applicable laws, any company purchased pursuant to a Permitted Acquisition shall become an Obligor within a reasonably practicable period.
- Share issuance:** Clause 17.3(a) of the Senior Credit Agreement to be amended to permit any share issuance required or contemplated under the Debt for Equity Conversion.

Financial

Covenants: The Financial Covenant ratios set out in the Senior Credit Agreement will be amended for the periods and in the manner provided for in the spreadsheet annexed and subject to the assumptions and adjustment mechanisms described herein.

The definition of 'Interest Payable' in Clause 17.5 will be amended to delete the exclusion of interest elements of any

finance or capital lease.

The definition of 'Total Debt' in Clause 17.5 will be amended to delete the exclusion of Financial Indebtedness under finance leases.

The definition of 'Total Funding Costs' will be amended to delete the words 'excluding Financial Indebtedness arising under finance leases' in paragraph (c).

**Additional
Tranche/Permitted
Headroom:**

The following additional amounts/headroom will be available to be utilised by the Company on the basis of the conditions described herein:

(a) £10,000,000 will be contributed as an additional Junior term loan (the **Tranche C**);

(b) there will be headroom of £20,000,000 to fund Permitted Acquisitions, fees, costs and expenses associated with any Permitted Acquisition, refinancing of debt in companies purchased pursuant to Permitted Acquisitions and for any restructuring required in connection with any Permitted Acquisition (the **Acquisition Headroom**); and

(c) there will be headroom of £5,000,000 to fund general corporate purposes of the Group (the **Senior Headroom**).

The Acquisition Headroom and the Senior Headroom shall be available for utilisation subject to Majority Lenders' consent.

**Availability of
Additional
Tranche/Permitted
Headroom:**

Tranche C, from the Effective Date
Acquisition Headroom; on satisfaction of the conditions to any Permitted Acquisition
Senior Headroom; on receipt of all requisite consents

**Repayment of
Additional**

Tranche C; to be repaid in single instalment on 13 December 2013

Tranche/Permitted Acquisition Headroom; to be repaid in single instalment on
Headroom: 13 June 2013

Senior Headroom; to be repaid in single instalment on 13
June 2013

Ranking of Tranche C; rank behind the Term Facilities and the
Additional Revolving Facility

Tranche/Permitted Acquisition Headroom; rank pari passu with the Term
Headroom: Facilities but behind the Revolving Facility

Senior Headroom; rank pari passu with the Term Facilities
but behind the Revolving Facility

Participation of Each Senior Lender under the Senior Credit Agreement
Lenders in shall be entitled, but not obligated to participate in the

Additional Tranche: Tranche C in such amount as it notifies the Facility Agent on
or before the date specified by the Facility Agent, or, in the
event of oversubscription, in the proportion that the amount
an individual Lender subscribes for bears to the total
aggregate amount subscribed for, as notified by the Facility
Agent.

The Parent is in discussion with three of the Senior Lenders
that, in the event that insufficient Senior Lenders elect to
participate in the Tranche C, they will provide the full amount
of Tranche C on the basis of the terms and conditions
described in this Term Sheet.

Acquisition Headroom and Senior Headroom is
uncommitted and may be provided by any Qualifying Bank
selected by the Company; any such Qualifying Bank shall
become party to the Senior Credit Agreement and
Intercréditor Deed by execution of an accession deed to
each of these

Margin applicable to Tranche C; 15 per cent.;;
Additional Tranche:

Payment of Interest on Additional Tranche/Permitted Headroom: Payable in arrears at the end of each Interest Period and additionally in the case of Interest Periods of greater than 6 months, at the end of each period of 6 months provided that interest for 12 months from Effective Date on any Acquisition Headroom or Senior Headroom shall PIK on a semi-annual basis. Interest shall PIK through out the term of the Tranche C Facility from the Effective Date on a semi-annual basis.

Interest Periods applicable to Additional Tranche/Permitted Headroom: 1, 2, 3 or 6 months at the Company's option or such period as the Lenders may agree.

Cancellation and Prepayment of Additional Tranche/Permitted Headroom: Same as the existing terms of the Senior Credit Agreement

Amendments and waivers:

Clause 24 of the Senior Credit Agreement to be amended to include deemed consent/'snooze and lose' provision as follows:

If a Lender does not accept or reject an amendment or waiver request within 5 Business Days (or such longer period as is agreed with the Facility Agent) of it being made, or abstains from accepting or rejecting a request, its commitment and/or participation shall not be included for the purpose of calculating total commitments or participations under the relevant Facility when ascertaining whether a certain percentage of total commitments and/or participations has been obtained to approve an amendment or waiver.

Guarantees and security The guarantee and security arrangement under the Senior Credit Agreement to extend to Additional Tranche and Permitted Headroom.

Intercrditor Deed: The Intercrditor agreement to be amended to incorporate cancellation of the Mezzanine Credit Agreement and inclusion of Additional Tranche and Permitted Headroom; an accession deed shall permit/require accession of banks and financial institutions under the Additional Tranche and Permitted Headroom.

Governing Law: English law.

Part C
Indicative Equity Terms

General: This Part C sets out the terms and conditions under which the relevant parties have agreed to participate in the equity of the Parent, and implement the operation and governance of the Parent in accordance with the existing Shareholders Agreement as it may be amended from time to time.

Subscription: The existing A ordinary shareholders in the Parent will be offered the right to subscribe to a new class of shares, being C ordinary shares, in cash (at the same price per C ordinary share as the C ordinary shares are valued in the Debt for Equity Conversion) as co-investors with the Mezzanine Lenders, pursuant to a follow-along right.

Debt for Equity Conversion: Subject to the exercise of any follow-along rights, the Parent will issue the Mezzanine Lenders such number of fully paid C ordinary shares as equates to 97.5% of the issued ordinary share capital of the Parent.

Any Mezzanine Lenders who are not already shareholders of the Parent will need to execute a Deed of Adherence to the Shareholders Agreement.

General terms: The Debt for Equity Conversion must not effect a change of control such that any "come along" or "tag along" rights are triggered in respect of existing Parent shareholders or cause a change of control under the Senior Facilities Agreement

All existing terms of the Shareholders' Agreement will apply, *mutatis mutandis*, subject to those provision that will require changing, as set out in the Schedule.

Current issued shares The equity terms discussed in this Part C impact the issued A ordinary shares. B ordinary shares have not been issued, but are the class of shares that relate to the management option plan.

Governing Law: This term sheet is to be governed by English law.

Schedule
Structuring the Debt for Equity Conversion

The proposal is for the Debt for Equity Conversion to be achieved through the following key steps:

- (a) Ink will amend its constitutional documents to enable and require all future meetings of directors to take place in the United Kingdom and to allow for the steps contemplated at (b);
- (b) the management and control of Ink will be moved to the UK by appointing UK directors and holding one or more UK board meetings as required in order to approve the proposed restructuring;
- (c) all accrued interest (cash, PIK and default) under the Mezzanine Credit Agreement will be waived;
- (d) TPCL's obligations in respect of all outstanding indebtedness under the Mezzanine Credit Agreement will be novated to Ink; and
- (e) Ink's obligations in respect of all outstanding indebtedness under the novated Mezzanine Credit Agreement will be released in consideration of an issuance of C ordinary shares by Ink in the same proportions that their respective principal amounts outstanding bear to the total principal amount outstanding under the Mezzanine Credit Agreement.

Restructuring Term Sheet- Clause References

This table is supplemental to the restructuring term sheet (the **Term Sheet**) describing the principal terms and conditions of the proposed restructuring (the **Restructuring**) of the outstanding indebtedness of The Polestar Company Limited (TPCL or the **Company**) and equity of Ink Acquisitions Limited (Ink or the **Parent**).

This table has been prepared to indicate the relevant clauses of the Senior Credit Agreement, the Intercreditor Agreement and the Security Agreement respectively, which will be amended pursuant to the Term Sheet to implement the Restructuring. This table only sets out those heads of the Term Sheet which will necessitate amendments to be made to the Senior Credit Agreement, the Intercreditor Agreement and the Security Agreement respectively

Unless otherwise expressly defined herein, words and expressions used and defined in the Term Sheet shall have the same meaning herein.

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
Debt for Equity Conversion	All references to the Mezzanine Credit Agreement and related references will have to be deleted pursuant to the cancellation of the Mezzanine Debt under the Debt for Equity Conversion.	All references to the Mezzanine Credit Agreement and related references will have to be deleted pursuant to the cancellation of the Mezzanine Debt under the Debt for Equity Conversion.	All references to the Mezzanine Credit Agreement and related references will have to be deleted pursuant to the cancellation of the Mezzanine Debt under the Debt for Equity Conversion.
Adjustment to Repayment of Tranches	Following definitions in Clause 1.1 (<i>Definitions</i>) will be amended to extend the maturity dates	Not applicable	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
	<p>of all the Advances by 12 months;</p> <p>(a) Final Term A Repayment Date;</p> <p>(b) Final Term B Repayment Date;</p> <p>(c) Final Tranche B3 Repayment Date; and</p> <p>(d) Revolving Facility Repayment Date</p> <p>Clause 8.1(a) (<i>Term Advances</i>) to be amended to provide that Term A will no longer amortise.</p>		
Margin on Tranches	<p>The definition of <i>Applicable Margin</i> in Clause 1.1 (<i>Definitions</i>) will be amended to reflect the increase in Margins.</p> <p>Clause 10 to be amended to provide for payment of PIK</p>	Not applicable	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
	interest for 12 months from Effective Date on Term B Advances and Term A Advances.		
Negative Pledge	Clause 17.2(b) (<i>Negative Pledge</i>) to be amended to permit Security Interests over companies, businesses or assets purchased pursuant to Permitted Acquisitions which secure Permitted Financial Indebtedness	Not applicable	Not applicable
Financial Indebtedness	Clause 17.2(c) (<i>Financial Indebtedness</i>) to be amended as follows: (a) to permit Financial Indebtedness of any company or business acquired by the Group as a Permitted	Not applicable	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
	<p>Acquisition;</p> <p>(b) to delete the proviso in paragraph (ix) so as to allow any finance or capital leases without any caps.</p>		
Guarantee	<p>Clause 17.2(d) (<i>Guarantees</i>) to be amended to provide for guarantees existing within companies or businesses purchased as Permitted Acquisitions or considered necessary or desirable in connection with a Permitted Acquisition.</p>	Not applicable	Not applicable
Loans	<p>Clause 17.2(e) (<i>Loans</i>) to be amended to permit intra Group lending contemplated following any Permitted Acquisition</p>	Not applicable	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
	provided that the debtor has become an Obligor.		
Permitted Acquisition	Clause 17.2(j) (<i>Acquisitions</i>) needs to be amended to provide for Permitted Acquisitions as contemplated under the Term Sheet	Not applicable	Not applicable
Share Issuance	Clause 17.3(a) (<i>Share Issuance</i>) to be amended to permit any share issuance required or contemplated under the Debt for Equity Conversion		
Financial Covenants	Following amendments to be made to Clause 17.5(<i>Financial Definitions</i>): (a) definition of 'Interest Payable' in will be amended to delete the exclusion of	Not applicable	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
	<p>interest elements of any finance or capital lease.</p> <p>(b) definition of 'Total Debt' will be amended to delete the exclusion of Financial Indebtedness under finance leases.</p> <p>(c) definition of 'Total Funding Costs' will be amended to delete the words 'excluding Financial Indebtedness arising under finance leases' in paragraph (c).</p> <p>Clause 17.7 (Financial Covenants) to be amended to incorporate modified covenant ratios.</p>		
Additional Tranche/Permitted	Following amendments will	Definition of <i>Senior Headroom</i> in	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
<p>Headroom</p>	<p>be made to provide for:</p> <p>Tranche C:</p> <p>(a) definition of <i>Advance</i> in clause 1.1 (<i>Definitions</i>) to include Tranche C</p> <p>(b) definition of <i>Commitment</i> to include Tranche C</p> <p>(c) definition of <i>Lenders</i> to include Tranche C lenders</p> <p>(d) new definition of Tranche C</p> <p>(e) definition of <i>Term Advances</i> to include Tranche C</p> <p>(f) Clause 2.1 (<i>Facilities</i>) to include Tranche C</p> <p>(g) Clause 2.2 (<i>Purpose</i>) to include Tranche C</p> <p>(h) Clause 5.5 and 5.6 to provide for utilisation of</p>	<p>Clause 1.1 (<i>Definitions</i>) to be amended to provide for Acquisition Headroom and Senior Headroom</p>	

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
	<p>Tranche C</p> <p>Acquisition Headroom and Senior Headroom</p> <p>(a) inclusion of definitions of Acquisition Headroom and Senior Headroom in Clause 1.1 (<i>Definitions</i>)</p> <p>(b) Clause 24.1(b) to be amended to provide for increase in commitment with the consent of the Majority Lenders</p>		
<p>Availability of Additional Tranche/Permitted Headroom</p>	<p>Tranche C</p> <p>Definition of <i>Availability Period</i> in Clause 1.1 (<i>Definitions</i>) to provide for availability of Tranche C from the Effective Date</p>	<p>Not applicable</p>	<p>Not applicable</p>
<p>Repayment of Additional Tranche/Permitted</p>	<p>Clause 1.1 (<i>Definitions</i>) to be amended to</p>	<p>Clause 1.1 (<i>Definitions</i>) to be amended to</p>	<p>Not applicable</p>

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
Headroom	include new definition in respect of the repayment date of Tranche C. Clause 8 (<i>Repayment</i>) to be amended to provide that Tranche C will be repaid on 13 December 2013.	include a new definition of Tranche C Repayment Date as Term C Discharge Date	
Ranking of Additional Tranche/Permitted Headroom	Tranche C Clause 9.6 and 21.5 to be amended to provide that Tranche C will rank behind the existing Term Facilities and Revolving Facility	Clause 1.1 (<i>Definitions</i>) to include: (a) new definitions of Term C Creditors, Term C Discharge Date and term C to reflect ranking of Tranche C (b) amendment of the definition of Restricted Creditors Restricted Liabilities to delete the reference to Mezzanine Liabilities and provide for Tranche	Not applicable

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
		<p>C Liabilities</p> <p>Clause 2.1 (<i>Ranking</i>) will be amended to reflect Tranche C will rank behind the Term Facilities and Revolving Facility</p> <p>Clause 5 to be replaced to provide for Term C Creditor Undertakings.</p> <p>Clause 6.1 (<i>Permitted Payments</i>) to be amended to provide for scheduled payments of interest and principal to be made to Tranche C Lenders.</p> <p>Clause 17.1 (<i>Recoveries</i>) to be amended to provide that Tranche C will rank behind the Term Facilities and the</p>	

Headings of the Term Sheet	Senior Credit Agreement	Intercreditor Agreement	Security Agreement
		Revolving Facility.	
Margin applicable to Additional Tranche	The definition of <i>Applicable Margin</i> in Clause 1.1 (<i>Definitions</i>) will be amended to include margin applicable to Tranche C	Not applicable	Not applicable
Payment of Interest on Additional Tranche/Permitted Headroom	Clause 10 to be amended to provide for payment of PIK interest through out the term of Tranche C Facility on a semi annual basis.	Not applicable	Not applicable
Amendments and waivers	Clause 24 to be amended to include deemed consent/snooze and lose provision	Not applicable	Not applicable
Intercreditor Deed	Not applicable	All the above listed amendments.	Not applicable

SCHEDULE 2 – MEZZANINE SCHEME CREDITORS

Banc of America Securities Limited
Bank of Nova Scotia
Barclays Bank plc
BlueBay HY Investments (Luxembourg) S.a.r.l
Contrarian Funds LLC
Credit Suisse, London Branch
Deutsche Bank AG, Host Bank
Goldman Sachs International Bank
J.P. Morgan Europe Limited
Jeffries Buckeye Master Fund Limited
JPMorgan Chase Bank, N.A.
Longacre Capital Partners (QP) L.P.
Merrill Lynch International Bank Limited
Nebraska S.A. (Compartment 2)
Nebraska S.A. (Compartment 9)

SCHEDULE 3 – SENIOR CLASS A SCHEME CREDITORS

Banc of America Securities Limited
Bank of Nova Scotia
Barclays Bank plc
BlueBay Multi-Strategy Investments (Luxembourg) S.a r.l
Contrarian Funds LLC
Credit Suisse, London Branch
Deutsche Bank AG, London Branch
Dresdner Bank AG, London
Goldman Sachs International Bank Limited
J.P. Morgan Europe Limited
JPMorgan Chase Bank, N.A.
Lloyds TSB Bank plc
Longacre Capital Partners (QP) L.P.
Merrill Lynch International Bank Limited
Nebraska S.A. (Compartment 2)
Nebraska S.A. (Compartment 9)
The Royal Bank of Scotland plc

SCHEDULE 4 – SENIOR CLASS B1 & B2 SCHEME CREDITORS

Senior Class B1 Scheme Creditors

Banc of America Securities Limited
Bank of Nova Scotia
Barclays Bank plc
BlueBay Multi-Strategy Investments (Luxembourg) S.a.r.l
Contrarian Funds LLC
Credit Suisse, London Branch
Deutsche Bank AG, London Branch
Dresdner Bank AG, London
Goldman Sachs International Bank Limited
J.P. Morgan Europe Limited
JPMorgan Chase Bank, N.A.
Lloyds TSB Bank plc
Longacre Capital Partners (QP) L.P.
Merrill Lynch International Bank Limited
Nebraska S.A. (Compartment 2)
Nebraska S.A. (Compartment 9)
The Royal Bank of Scotland plc

Senior Class B2 Scheme Creditors

BlueBay Multi-Strategy Investments (Luxembourg) S.a.r.l
Contrarian Funds LLC
Credit Suisse, London Branch
JPMorgan Chase Bank, N.A.

SCHEDULE 5 – SENIOR CLASS B3 SCHEME CREDITORS

BlueBay Multi-Strategy Investments (Luxembourg) S.a.r.l

Contrarian Funds LLC

JPMorgan Chase Bank, N.A.

SCHEDULE 6 – SENIOR REVOLVING CLASS SCHEME CREDITOR

The Royal Bank of Scotland plc