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COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company

ACCESS PLUS MARKETING SERVICES LIMITED (the "Chargor")

Date of creation of the charge

6 SEPTEMBER 2004

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

SUPPLEMENTAL DEED in respect of a debenture dated 23 October 2003 (the "Deed")

Amount secured by the mortgage or charge

(i) All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Charging Company to the Bank under or pursuant to the Finance Documents;

(ii) all reasonable costs, charges and expenses properly incurred by the Bank in connection with the preparation and negotiation of the Finance Documents; and

(iii) all reasonable costs, charges and expenses incurred by the Bank in connection with the protection, preservation or enforcement of its rights under any Finance Document,

continued on continuation sheet 1, page 2

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

HSBC BANK PLC (the "Bank") of PO Box 120, 49 Corn Street, Bristol. (Facsimile No: 0117 991 6201)

Postcode BS99 7PP

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

DLA
3 Noble Street
London EC2V 7EE
DXP/ad/Banking

Access Plus Supp2

Time critical reference

For official Use
Mortgage Section

Post room



CHARGE

With effect from 6 September 2004:

1.1 with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, the Chargor charged and agreed to charge in favour of the Bank by way of first legal mortgage:

1.1.1 the Newly Acquired Property together with all buildings and fixtures (including trade fixtures) at any time thereon; and

1.1.2 the Newly Acquired Shares together with all Related Rights;

continued on continuation sheet 1, page 4

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write in
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Please complete
legibly, preferably
in black type, or
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lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA LLP

Date

14 '4 04

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

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payable to
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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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

1594411

Name of Company

ACCESS PLUS MARKETING SERVICES LIMITED (the "Chargor")

XXXXXX

* delete if
inappropriate

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

provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("**Secured Obligations**")

Please complete
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NOTE.

In this form:-

"**Acceding Company**" means Access Plus Marketing Services Limited (CRN: 1594411);

"**Charged Assets**" means all property and assets from time to time charged by or pursuant to the Deed;

"**Charging Companies**" means the Existing Charging Companies and the Acceding Company (each a "Charging Company");

"**Debenture**" means the debenture dated 23 October 2003 and made between, *inter alia*, (1) the Existing Charging Companies and (2) the Bank;

"**Existing Charging Companies**" means TripleArc Plc (CRN: 4290300), TripleArc UK Limited (CRN: 4533729), GL2 Limited (CRN: 3638906), Godfrey Lang Limited (CRN: 773057) and TripleArc Limited (registered in Ireland with CRN: 309767), Access Plus Limited (CRN: 2600683), Access Plus Print Management Limited (CRN: 3344235), West Riding Business Forms Limited (CRN: 3329979), Software Stationery Holdings Limited (CRN: 3255699) and Software Stationery Specialists Limited (CRN: 2736545);

"**Facilities Agreement**" means the facilities agreement dated 23 October 2003 and made between TripleArc PLC as the Company (1), the Original Borrowers (as defined therein), (2) the Original Guarantors (as defined therein) (3) and the Bank (4) pursuant to which the Bank has agreed to make certain facilities available to the Company and others;

"**Finance Document**" means the Facilities Agreement, any Fee Letter, any Accession Letter, the Security Documents, the Hedging Documents (all as more particularly defined in the Facilities Agreement) and any other document designated as such by the Bank and TripleArc Plc;

"**Newly Acquired Property**" means the property more particularly described in schedule 1 hereto;

"**Newly Acquired Shares**" means the shares more particularly described in schedule 2 hereto;

"**Related Rights**" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

continued on continuation sheet 2, page 2

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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1.2 all references to the "Charged Assets" in the Debenture shall be deemed to include the Newly Acquired Property and Newly Acquired Shares charged under the Deed; and

1.3 all provisions in the Debenture relating to the "Charged Assets" shall apply, mutatis mutandis, to the Newly Acquired Property and the Newly Acquired Shares. In particular, the Chargor covenanted with the Bank that it will in respect of the Newly Acquired Property, apply to the Chief Land Registrar for the registration of a Restriction in the following terms:

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge dated ♦ in favour of HSBC Bank PLC (as security agent)".

2. DEBENTURE AND SUPPLEMENTAL DEED

2.1 The terms and conditions of the Debenture and the deed shall be read and construed as one and all references to the Debenture shall be deemed to incorporate the provisions and amendments contained in the deed.

2.2 For the avoidance of doubt, except as amended by the terms of the deed the terms and conditions of the Debenture shall continue to apply and remain in full force and effect.

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CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
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Company Number

1594411

Name of Company

ACCESS PLUS MARKETING SERVICES LIMITED (the "Chargor")

XXXXXX

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

SCHEDULE 1**Newly Acquired Property****Details of Unregistered Land**

The leasehold property known as Unit 1, Gildersome Spur Distribution Centre, Wakefield Road, Leeds, as is more particularly described in a lease dated 13 June 2003 made between (1) The Standard Life Assurance Company, (2) West Riding Business Forms Limited and (3) Access Plus Limited.

SCHEDULE TWO**Newly Acquired Shares**

Company	Shareholding
West Riding Business Forms Limited (CRN: 3329979)	1 ordinary share of £1

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

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01594411

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED IN RESPECT OF A DEBENTURE DATED 23 OCTOBER 2003 DATED THE 6th SEPTEMBER 2004 AND CREATED BY ACCESS PLUS MARKETING SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGING COMPANY TO HSBC BANK PLC 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 18th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st SEPTEMBER 2004 .

R. Row



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES