

MR01

Particulars of a charge

634536/104

Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

TUESDAY



A469NMCX

A20

28/04/2015

#191

COMPANIES HOUSE

1 Company details

Company number 01594411

Company name in full Access Plus Marketing Services Limited

18 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 24/04/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Ares Capital Europe Limited (company number
06291467) in its capacity as Security Agent

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Leasehold property known as 16a Crawfordsburn Road, Newtownards, County Down, BT23, being all of the lands comprised in an Indenture of Lease dated 12th day of August 1994 and made between (1) Northern Engineering Enterprises Limited and (2) Secretary of State for the Environment

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Walther Morris LLP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Bart Topps (BBT/EVO 18-1)**

Company name **Walker Morris LLP**

Address **Kings Court**

12 King Street

Post town **Leeds**

County/Region

Postcode

L	S	1		2	H	L
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Country

DX **DX 12051 Leeds 24**

Telephone **0113 2832500**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1594411

Charge code: 0159 4411 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2015 and created by ACCESS PLUS MARKETING SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2015

Q

Given at Companies House, Cardiff on 7th May 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Execution Version

FIXED AND FLOATING SECURITY DOCUMENT (TIER 3 – NI)

dated 24 April 2015

created by

EVO BUSINESS SUPPLIES LIMITED
and the Chargers named in this Agreement

in favour of

ARES CAPITAL EUROPE LIMITED
acting as Security Agent

**I/WE CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS COPY INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT**

Walker Morris LLP

WALKER MORRIS LLP 24 APRIL 2015

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THE SCHEDULES

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THIS DEED is dated 24 April 2015 and made between

- (1) THE COMPANIES listed in Schedule 1 as the chargors (the "**Chargors**"), and
- (2) ARES CAPITAL EUROPE LIMITED (the "**Security Agent**", as security agent for the benefit of the Finance Party)

Background

- (A) Each Chargor is entering into this Deed in connection with the Finance Documents
- (B) The Board of Directors of each Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of that Chargor and its business
- (C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed on trust for the Finance Party on the terms of the Finance Documents

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Tier 3 Facility Agreement, have the same meaning and construction and

"**Administrator**" means an administrator appointed under Schedule B1 to the Insolvency Act or, as appropriate, under Schedule B1 to the Insolvency Order

"**Bank Accounts**" of a 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 a 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.

"**CA 1881**" means the Conveyancing and Law of Property Act 1881

"**CA 1911**" means the Conveyancing Act 1911

"**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 this Deed

"**Currency of Account**" means the currency in which the relevant indebtedness is denominated or, if different, is payable

"Delegate" means a delegate or sub-delegate appointed under Clause 14.2 (*Delegation*).

"Enforcement Event" means, subject to the terms of the Intercreditor Agreement

- (a) any Change of Control (as defined in the Tier 3 Facility Agreement), or
- (b) an Event of Default under the Tier 3 Facilities Agreement

"Facility Agreements" means each of the Tier 1 Facilities Agreement and the Tier 3 Facilities Agreement

"Finance Document" means the Tier 3 Finance Documents (as defined in the Intercreditor Agreement)

"Finance Party" means any or all of the Tier 3 Finance Party

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

"Insolvency Act" means the Insolvency Act 1986

"Insolvency Order" means the Insolvency (Northern Ireland) Order 1989 (as amended).

"Insurances" of a 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 a 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).

"Intercreditor Agreement" means an intercreditor agreement dated on or about the date of this Agreement between, amongst others, the Parent, the Security Agent, the ABL Finance Parties (defined therein), the Tier 2 Finance Parties (defined therein), the Orchid Finance Parties (defined therein) and the Obligor

"Investments" of a 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" of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party 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).

"Parent" means Evo Business Supplies Limited, a company registered in England and Wales with registered number 09060494

"Party" means a party to this Deed.

"Real Property" means freehold and leasehold property in Northern Ireland and all buildings, from time to time thereon and other 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.

"Tier 3 Facility Agreement" means the facility agreement dated 6 June 2007 (as amended from time to time) and as amended and restated on or around the date of this Agreement and made between VGL and the Tier 3 Finance Party

"Tier 3 Finance Party" means the Finance Party (as defined in the Tier 3 Facilities Agreement)

"VGL" means Vasanta Group Limited, a company registered in England and Wales with registered number 06257099.

1.2 Construction

Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

The other provisions in clause 1.2 (*Construction*) of the Tier 3 Facility Agreement apply to this Deed with all necessary changes

1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

1.4 Intercreditor Agreement

This Deed is subject to the terms of the Intercreditor Agreement. In the event of any inconsistency between the Intercreditor Agreement and this Deed, the Intercreditor Agreement shall prevail

2. UNDERTAKING TO PAY

2.1 Payment of Liabilities

Each Chargor shall pay each of its Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Agent.

2.2 Proportionate payment

Each sum appropriated by the Security Agent in accordance with the Finance Documents in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Liabilities both to any Finance Party to which the same is owed, and to the Security Agent.

3 FIXED CHARGES

Each Chargor, as legal and beneficial owner and registered owner or as the person entitled to be registered as owner as the case may be and as security for the payment of all Liabilities (whether of that or any other Chargor), hereby

- (a) GRANTS, CONVEYS, TRANSFERS AND DEMISES unto the Security Agent (as trustee for the Finance Party) ALL THAT AND THOSE its Real Property in Northern Ireland (including that described in Schedule 3) (Real Property)) title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 TO HOLD the same as to so much thereof as is of freehold tenure unto the Security Agent (as trustee for the Finance Party) in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent (as trustee for the Finance Party) for the residue of the respective terms of years for which the Chargor from time to time holds the same less the last three days of each such term, subject to the proviso for redemption contained herein PROVIDED that the Chargor hereby declares that it shall henceforth stand possessed of such of the said property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Security Agent and to be conveyed assigned or otherwise dealt with whether to the Security Agent or its nominee or otherwise as the Security Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Chargor further agrees that (subject as aforesaid) the Security Agent shall be entitled to the custody of all the title deeds of the said property, and the Chargor hereby further authorise the Security Trustee as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Security Agent or any other person or persons

to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of its estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said property appointed by the Security Agent under the powers herein contained PROVIDED FURTHER that the Chargor doth hereby irrevocably appoint the Secretary for the time being of the Security Agent to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any Deed of Conveyance of the leasehold reversion which may be desired by the Security Agent, in order to vest in the Security Agent or in any person or persons in trust as agent for the Security Agent, subject as aforesaid, or in any purchaser of the said property or any part thereof, the said leasehold reversion and any further or other interest which the Chargor now has or may hereafter acquire or become entitled to in the said leasehold premises or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever;

- (b) CHARGES unto the Security Agent (as trustee for the Finance Party) ALL THAT AND THOSE its Real Property in Northern Ireland (including that described in Schedule 3 (*Real Property*)) title to which is registered or registerable in the Land Registry under the Land Registration Act (Northern Ireland) 1970 both present and future;
- (c) CHARGES unto the Security Agent (as trustee for the Finance Party) by way of first specific equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future,
- (d) CHARGES AND ASSIGNS unto the Security Agent (as trustee for the Finance Party) all its present and future benefits, rights, title and interest in
 - (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 (except that mortgaged or charged by paragraph (a) or (b) of this Clause 3),
 - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and

all of its rights to be paid or receive compensation under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in relation to the Real Property

4 FLOATING CHARGE

4.1 Creation

Each Chargor, as legal and beneficial owner and registered owner or as the person entitled to be registered as owner as the case may be and as security for the payment of all Liabilities (whether of that or any other Chargor), CHARGES in favour of the Security Agent (as trustee for the Finance Party) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*))

4.2 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to Clause 4.1 above (*Creation*) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act or, as appropriate, paragraph 15(2)(a) of Schedule B1 to the Insolvency Order
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act or, as appropriate, paragraph 15 of Schedule B1 to the Insolvency Order shall apply to this Deed and the Security Agent may appoint an Administrator of any Chargor pursuant to that paragraph.

4.3 Ranking

Subject always to the provisions of the Intercreditor Agreement, the floating Charge created by each Chargor ranks

- (a) behind all the fixed Charges created by that Chargor, but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*).

4.4 Conversion by notice

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

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

4.5 Automatic conversion

If

- (a) any Chargor takes any step to create any Security in breach of Clause 5.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge; or
- (b) 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

5 RESTRICTIONS AND FURTHER ASSURANCE

5.1 Security

No Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 18.5 (*Negative pledge*) of the Tier 3 Facility Agreement, except as permitted by that clause.

5.2 Disposal

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 18.6 (*Disposals*) of the Tier 3 Facility Agreement

5.3 Further assurance

Each Chargor shall promptly do whatever the Security Agent requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction

6 REAL PROPERTY

6.1 Acquisition

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Real Property

6.2 Documents

Each Chargor shall deposit with the Security Agent on request of the Security Agent, and the Security Agent shall be entitled to hold, all title deeds and documents relating to that Chargor's present and future Real Property

6.3 Existing Real Property

In the case of a Chargor's existing Real Property in Northern Ireland, that Chargor shall

- (a) promptly apply upon the reasonable request of the Security Agent to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as registered owner of that Real Property,
- (b) promptly apply upon the reasonable request of the Security Agent to the Land Registry to register the Charges created by Clause 3 (*Fixed Charges*),
- (c) promptly submit to the Land Registry the duly completed Form 100A requesting an inhibition in the form specified by the Security Agent to be entered on the folio to that Real Property in respect of the Charge created by Clause 3 (*Fixed Charges*), and

(d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

6.4 Future Real Property

In the case of a Chargor's future Real Property in Northern Ireland, that Chargor shall

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as registered owner of that Real Property,
- (b) promptly apply to the Land Registry to register the Charge created by Clause 3 (*Fixed Charges*);
- (c) promptly apply to the Land Registry requesting an inhibition in the form specified by the Security Agent to be entered on the folio to that Real Property in respect of the Charge created by Clause 3 (*Fixed Charges*), and
- (d) promptly pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

6.5 Unregistered Real Property

In the case of a Chargor's Real Property in Northern Ireland, both present and future, which is not registered at the Land Registry and is not required to be so registered, that Chargor will promptly apply upon the reasonable request of the Security Agent to register this Deed at the Registry of Deeds of Northern Ireland

6.6 Legal charge

As security for the Liabilities, each Chargor shall promptly execute and deliver to the Security Agent such legal charge or, if appropriate, such legal mortgage of such of its Real Property from time to time in Northern Ireland as the Security Agent requires. The relevant Chargor shall promptly apply to the Land Registry and or Registry of Deeds for registration of any such legal charge or legal mortgage in the same way as set out above

6.7 Title Documents

On completion of the registration of any Charge pursuant to this Clause 6, the relevant Chargor shall promptly supply to the Security Agent the documents of title

6.8 Compliance with obligations

Each Chargor shall comply in all material respects with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property

6.9 Leases

Each Chargor shall

- (a) comply in all material respects with all obligations imposed on it, and enforce the due observance and performance of all material obligations of all other persons of which it has the benefit, under any lease of Real Property,
- (b) not, without the prior written consent of the Security Agent, exercise any power to determine or extend, or accept the surrender of, any lease of Real Property of which it is the lessor, and
- (c) not, without the prior written consent of the Security Agent, exercise any of the powers of leasing or agreeing to lease any Real Property vested in or conferred on mortgagors by the general law

6.10 Leasehold security restriction

- (a) There shall be excluded from the Security created under this Deed any leasehold property held by a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) a Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained
- (b) For each Excluded Property, each Chargor undertakes to
 - (i) apply for the relevant consent or waiver of prohibition or conditions if requested to do so by the Security Trustee and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
 - (ii) upon request, keep the Security Trustee informed of its progress in obtaining such consent or waiver, and
 - (iii) if such consent or waiver is received, to provide the Security Trustee with a copy as soon as reasonably possible
- (c) If the Chargor receives the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Trustee (as trustee for the Finance Parties). If required by the Security Trustee at any time following receipt of that waiver or consent, each Chargor will execute a further valid fixed charge in such form as the Security Trustee shall require
- (d) For the avoidance of doubt, if the Chargor has complied with such provisions of the undertaking contained in clause 6.10(b) as are relevant and has been unable to obtain the relevant consent or waiver of prohibition, it shall be deemed to have complied with its undertaking, automatically released from same and it shall have no further obligations to the Security Trustee under this clause 6.10

6.11 Notices

Each Chargor shall produce to the Security Agent within 7 days of receipt by it a copy of every material communication made in connection with any of its Real Property that could have a

material adverse effect on any of its Real Property, and comply with the reasonable instructions of the Security Agent in relation to any such communication

7 BOOK DEBTS

7.1 Collection

Each Chargor shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for the Finance Party

7.2 Payment into designated Bank Account(s)

Each Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Security Agent, the relevant Bank Account(s)). The Security Agent may designate different Bank Accounts for different moneys

7.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to Clauses 5.1 (*Security*), 5.2 (*Disposal*) and 5.3 (*Further assurance*).

- (a) except for the Charges, no Chargor shall create or permit to subsist any Security over, nor do anything else prohibited by clause 18.5 (*Negative pledge*) of the Tier 3 Facility Agreement in respect of, all or any part of any of its Book Debts, and
- (b) except as required by Clause 5.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts

7.4 Documents

Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent requires. For the avoidance of doubt, the Security Agent may only require the assignment of Book Debts following an Enforcement Event which is continuing

8. BANK ACCOUNTS

8.1 Restriction on Bank Accounts

No Chargor shall have any Bank Accounts other than those from time to time designated by the Security Agent

8.2 Withdrawals

No Chargor shall make any withdrawal from any Bank Account except

- (a) with the prior consent of the Security Agent, or
- (b) in the ordinary course of trade from any operating or current Bank Account, or
- (c) to make any payment contemplated in the Intercreditor Agreement or other Finance Documents.

If an amount is withdrawn from a Bank Account as permitted by this Clause 8.2, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

8.3 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to Clauses 5.1 (*Security*), 5.2 (*Disposal*) and 5.3 (*Further assurance*)

- (a) except for the Charges, no Chargor shall create or have outstanding any Security over, nor do anything else prohibited by clause 18.5 (*Negative pledge*) of the Tier 3 Facility Agreement in respect of, all or any part of any of its Bank Accounts, and
- (b) except as required by Clause 5.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts

8.4 Documents

Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Bank Accounts as the Security Agent requires, including any notice to the relevant bank or financial institution of the Charges over them. For the avoidance of doubt, the Security Agent may only deliver a notice requiring payments from that Bank Account to be restricted or stopped after an Enforcement Event has occurred which is continuing

9 INVESTMENTS

9.1 Acquisition

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Investment.

9.2 Documents

Each Chargor shall

- (a) except to the extent the Security Agent notifies that Chargor from time to time to the contrary, deposit with the Security Agent, or as it directs, all certificates representing its Investments; and
- (b) execute and/or deliver to the Security Agent such other documents relating to its Investments, including transfers of Investments executed in blank, as the Security Agent requires.

9.3 Power of attorney

If any Investment of a Chargor is not held in that Chargor's name, that Chargor shall promptly deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

9.4 Communications

Each Chargor shall promptly execute and/or deliver to the Security Agent a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment, as the Security Agent requires

10. GENERAL UNDERTAKINGS

10.1 Protection of assets

Each Chargor shall keep or cause to be kept all its Charged Assets in good working order and condition, ordinary wear and tear excepted

10.2 Access

Each Chargor shall ensure that representatives of the Security Agent (with or without surveyors, workmen and others) are able at all reasonable times and on reasonable notice to view the condition of any of its Charged Assets.

10.3 No fixing

No Chargor shall fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset

10.4 No other prejudicial conduct

No Chargor shall do, or permit to be done, anything which could prejudice the Charges

11 REPRESENTATIONS AND WARRANTIES

Each Chargor makes the representations and warranties set out in clause 16 (*Representations*) of the Tier 3 Facility Agreement to the Security Agent on the date of this Deed.

12 ENFORCEMENT

12.1 When enforceable

As between the Chargors and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 19 of the CA 1881 and Section 4 of the CA 1911 as varied and extended by this Deed shall be exercisable, while an Enforcement Event is continuing.

12.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 19 of the CA 1881 and Section 4 of the CA 1911 as varied and extended by this Deed shall arise on the date of this Deed.

12.3 Section 20 CA 1881

Section 20 of the CA 1881 shall not apply to this Deed.

13 APPOINTMENT AND RIGHTS OF RECEIVERS

13.1 Appointment of receivers

If

- (a) requested by any Chargor;

- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor, or
- (c) any other Enforcement Event is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

13.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

13.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 13 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act or, as appropriate, the Insolvency Order on administrative or other receivers duly appointed under the Insolvency Act or, as appropriate, the Insolvency Order, and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

13.4 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

13.5 Remuneration

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

14. SECURITY AGENT'S RIGHTS

14.1 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

14.2 Delegation

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit.

15 ORDER OF DISTRIBUTIONS

15.1 Application of proceeds

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 15.2 (*Order of distributions*)

15.2 Order of distributions

The order referred to in Clause 15.1 (*Application of proceeds*) is:

- (a) In or towards the payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him,
- (b) in or towards the payment of the Liabilities as provided for in the Intercreditor Agreement, and
- (c) in payment of any surplus to any Chargor or other person entitled to it

16 LIABILITY OF SECURITY AGENT, RECEIVERS AND DELEGATES

16.1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 16.2 (*Security Agent's liability*), the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor

16.2 Security Agent's liability

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Finance Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct

17. POWER OF ATTORNEY

17.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which that Chargor is obliged to do (but has not done within five Business Days of being requested to do by the Security Agent, save that such period shall not apply where Charged Assets are in jeopardy or an Enforcement Event is continuing) under any Finance Document to which it is party (including to execute charges over,

transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets), and

- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the CA 1881, the CA 1911 or the Insolvency Act or, as appropriate, the Insolvency Order

17.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 17.1 (*Appointment*).

18 PROTECTION OF THIRD PARTIES

18.1 No duty to enquire

No person dealing with the Security Agent, any other Finance Party, any Receiver or any Delegate shall be concerned to enquire

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any money borrowed or raised

18.2 Protection to purchasers

All the protection to purchasers contained in Sections 21 and 22 of the CA 1881, Section 42(3) of the Insolvency Act (or, as appropriate, Article 52(3) of the Insolvency Order) or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Finance Party, any Receiver or any Delegate

19 SAVING PROVISIONS

19.1 Continuing Security

Subject to Clause 20 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part

19.2 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation or otherwise, without limitation, then the liability of each Chargor and Obligor and the Charges shall continue or be reinstated as if the discharge, release or arrangement had not occurred

19.3 Waiver of defences

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document of any of the Charges (without limitation and whether or not known to it or any Finance Party) including

- (a) any time, waiver or consent granted to, or composition with, any Chargor, Obligor or other person,
- (b) the release of any other Chargor, Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Obligor or any other person,
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security,
- (g) any insolvency or similar proceedings.

19.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary

19.5 Appropriations

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, each Finance Party (or any trustee or agent on its behalf) may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed

19.6 Deferral of Chargors' rights

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other Chargor or guarantor of any Obligor's obligations under the Finance Documents,
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Party under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor had given an guarantee, undertaking or indemnity,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Party by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Party and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 15 (*Order of distributions*)

19.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Finance Party

19.8 Tacking

Each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances)

20 DISCHARGE OF SECURITY

20.1 Final redemption

Subject to Clause 20.2 (*Retention of Security*), if the Security Agent is satisfied that all the Liabilities have been irrevocably paid in full and that all facilities which might give rise to Liabilities have terminated, the Security Agent shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

20 2 Retention of security

If the Security Agent considers that any amount paid or credited to any Finance Party under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

20 3 Consolidation

Section 17 of the CA 1881 shall not apply to the Charges.

20 4 Release of Security

If a Chargor makes a disposal of an asset permitted by the terms of the Finance Documents (the "Disposal Asset") the Security Agent shall, within a reasonable period of time, at that Chargor's written request and expense, execute and deliver to the relevant Chargor a deed of release of those Charges subsisting over the Disposal Asset and do any other such deeds, acts and things as are reasonably necessary to release the Disposal Asset from the Charges created by this Deed.

21 ENFORCEMENT EXPENSES

21 1 Expenses

Each Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by any Finance Party, any Receiver or any Delegate in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Security Agent as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Deed).

21 2 Value Added Tax

Clause 10 7 (*Value Added Tax*) of the Tier 3 Facility Agreement (with any necessary consequential amendments) shall apply also to any amount payable under any Finance Document to any Receiver or Delegate

22. PAYMENTS

22.1 Demands

Any demand for payment made by any Finance Party, pursuant to or in accordance with any Finance Document, shall be valid and effective even if it contains an inaccurate or incomplete statement of the relevant Liabilities.

22 2 Payments

All payments by any Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct.

22.3 Continuation of accounts

At any time after

- (a) the receipt by any Finance Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets of any Chargor which is not permitted under the Intercreditor Agreement, or
- (b) the presentation of a petition or the passing of a resolution in relation to the winding-up of any Chargor,

any Finance Party may open a new account in the name of that Chargor with that Finance Party (whether or not it permits any existing account to continue). If that Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which that Chargor is party.

22.4 Joint and several liability

The liability of each Chargor under this Deed shall be joint and several. Each agreement and undertaking of any Chargor shall be construed accordingly.

23. RIGHTS, WAIVERS AND DETERMINATIONS

23.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail.

23.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act or, as appropriate, the Insolvency Order.

23.3 Determinations

Any certification or determination by any Finance Party or any Receiver or Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by each Chargor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Finance Document.

25. INDEMNITIES

25.1 Indemnities separate

Each indemnity in each Finance Document shall

- (a) constitute a separate and independent obligation from the other obligations in that or any other Finance Document,
- (b) give rise to a separate and independent cause of action,
- (c) apply irrespective of any indulgence granted by any Finance Party,
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by any Chargor or otherwise known to any Finance Party

26. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

27. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by Northern Irish law.

This Deed has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any)
Office2Office Limited	04083206
Office2Office (UK) Limited	03648311
Banner Business Services (Ireland) Limited	346002
Truline Logistics Limited	07630777
Banner Document Services Limited	06731520
Banner Business Services Limited	03658750
Image2Office Limited	04287380
Banner Business Supplies Limited	06533666
Accord Office Supplies Limited	02405637
File-it Limited	02291975
ESP2Office	04283047
First2Office Limited	03687090
Alpha Office Limited	01485148
Colebrook Services Limited	02017814
Olive 1 Limited	06562362
Accesplus Holdings Limited	04290300
Access Plus Limited	02600683
Triplearc Limited	309767
Access Plus Marketing Services Limited	01594411
Access Plus Marketing Logistics Limited	05671058
Access Plus Print Management Limited	03344235
Software Stationery Holdings Limited	03255699
Adversion Limited	03329979
GL2 Limited	03638906
Software Stationery Specialists Limited	02736545

SCHEDULE 2
RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 13 (*Appointment and rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person.

(a) Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Finance Party of any Book Debts or credit balance on any Bank Account,

(b) Carry on business

to manage and carry on any business of that Chargor,

(c) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

(d) Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred),

(e) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto,

(f) Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise),

(g) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them,

(h) Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in

accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets),

(i) **Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets,

(j) **Insurance, repairs, Improvements etc.**

to insure the Charged Assets, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets,

(k) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets,

(l) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor,

(m) **Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets,

(n) **Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor,

(o) **Insolvency Act (or, as appropriate, Insolvency Order)**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act or, as appropriate, the Insolvency Order as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed, and

(p) **Other powers**

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which the relevant Chargor is party, the CA or the Insolvency Act (or, as appropriate, the Insolvency Order)

SCHEDULE 3
REAL PROPERTY

Description	Folio Number and County (If the property is registered at the Land Registry)
Leasehold property known as 16a Crawfordsburn Road, Newtownards, County Down, BT23, being all of the lands comprised in an Indenture of Lease dated 12 th day of August 1994 and made between (1) Northern Engineering Enterprises Limited and (2) Secretary of State for the Environment	

**SIGNED as a DEED by EVO BUSINESS
SUPPLIES LIMITED** acting by

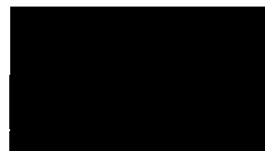
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by OFFICE2OFFICE
LIMITED** acting by

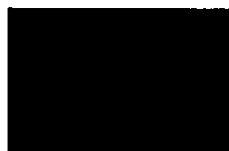
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by OFFICE2OFFICE
(UK) LIMITED acting by**

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director

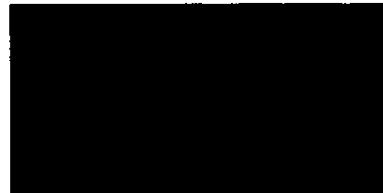


Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale



SIGNED and DELIVERED as a DEED

for and on behalf of

BANNER BUSINESS SERVICES

(IRELAND) LIMITED

by **ROBERT BALDREY**

as its lawfully appointed attorney

in the presence of

Witness Signature



Witness Name **CATHERINE RAFTERY**

Witness Address



Witness Occupation **SOLICITOR**

Address Molyneux House
Bride Street
Dublin 8
Ireland

Attention. Andrew Gale

**SIGNED as a DEED by TRULINE
LOGISTICS acting by**

Andrew Gale a Director and
Robert Baldrey a Director

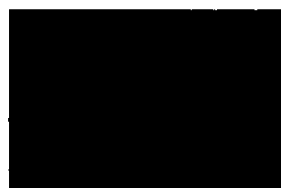
Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

For Attention of Andrew Gale

Signature of Director



Signature of Director



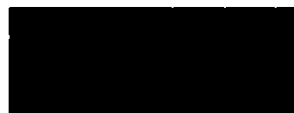
**SIGNED as a DEED by BANNER
DOCUMENT SERVICES LIMITED acting
by**

Andrew Gale a Director and
Robert Baldrey a Director

Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

For Attention of Andrew Gale

Signature of Director



Signature of Director



**SIGNED as a DEED by BANNER
BUSINESS SERVICES LIMITED acting by**

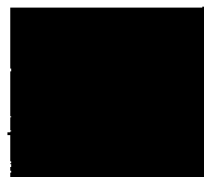
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address. K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by IMAGE2OFFICE
LIMITED acting by**

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by BANNER
BUSINESS SUPPLIES LIMITED** acting by

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by ACCORD OFFICE
SUPPLIES** acting by

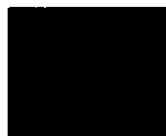
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

SIGNED as a DEED by FILE-IT LIMITED
acting by

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director

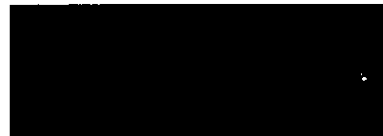


For Attention of Andrew Gale

SIGNED as a DEED by ESP2OFFICE LIMITED acting by

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by FIRST2OFFICE
LIMITED acting by**

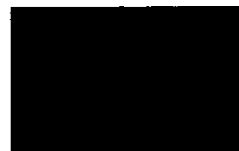
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address. K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by ALPHA OFFICE
LIMITED acting by**

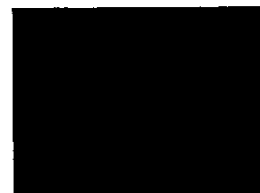
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by COLEBROOK
SERVICES LIMITED acting by**

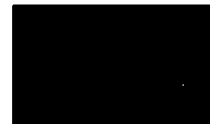
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by OLIVE 1 LIMITED
acting by**

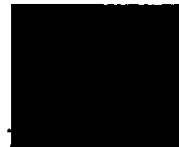
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by ACCESSPLUS
HOLDINGS LIMITED acting by**

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



....

Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



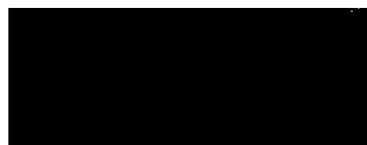
..

For Attention of. Andrew Gale

**SIGNED as a DEED by ACCESS PLUS
LIMITED acting by**

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



..

Address. K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



.. . .

For Attention of Andrew Gale

SIGNED and DELIVERED as a DEED

for and on behalf of

TRIPLEARC LIMITED

by **ROBERT BALDREY**

as its lawfully appointed attorney

in the presence of.

Witness Signature

Witness Name **CATHERINE KAFFER**

Witness Address

Witness Occupation **SOLICITOR**

Address Molyneux House
Bride Street
Dublin 8
Ireland

Attention Andrew Gale

**SIGNED as a DEED by ACCESS PLUS
MARKETING SERVICES LIMITED acting
by**

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director

Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director

For Attention of Andrew Gale

**SIGNED as a DEED by ACCESS PLUS
MARKETING LOGISTICS LIMITED** acting
by

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director

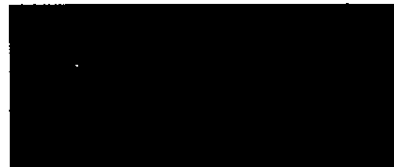


For Attention of Andrew Gale

**SIGNED as a DEED by ACCESS PLUS
PRINT MANAGEMENT LIMITED** acting
by

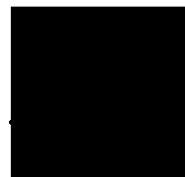
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by SOFTWARE
STATIONERY HOLDINGS LIMITED** acting
by

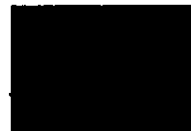
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address: K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by ADVERSION
LIMITED** acting by

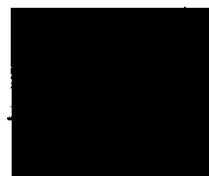
Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address: K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director

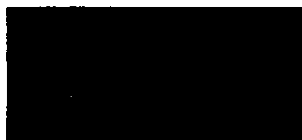


For Attention of Andrew Gale

SIGNED as a DEED by GL2 LIMITED
acting by

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address, K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of Andrew Gale

**SIGNED as a DEED by SOFTWARE
STATIONERY SPECIALISTS LIMITED**
acting by

Andrew Gale a Director and
Robert Baldrey a Director

Signature of Director



Address K House
Sheffield Business Park
Europa Link
Sheffield
S9 1XU

Signature of Director



For Attention of, Andrew Gale

**EXECUTED as a DEED by ARES CAPITAL
EUROPE LIMITED acting by**

Signature of authorised signatory

...

and acting under the authority of that
company in the presence of

Witness name

Address

Occupation

Address:

Attention