



## 1. FIXED AND FLOATING CHARGES

### 1.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Bank the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

1.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in schedule 1 hereto, together with all buildings and fixtures (including trade fixtures) at any time thereon;

continued on continuation sheet 1, page 4

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed DLA Piper Richards Gray Cay UK LLP Date 6 June 2005

On behalf of XXXXXX [mortgagee/chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as  
appropriate

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 "Company")

~~XXXXXX~~

<sup>\*</sup> 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  
legibly, preferably  
in black type, or  
bold block lettering*

NOTE.

In this form:-

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

"**Charged Shares**" means

(i) the Group Shares;

(ii) all rights of whatever nature which a Charging Company may have as at 18 May 2005 or thereafter acquire as against CREST (as more particularly defined in the Deed) in respect of any Charged Shares including (but without limitation) any rights which such Charging Company may have (i) under any agreement with CREST or CRESTCo Limited and/or (ii) to require delivery by CREST of any Charged Shares to, or to the order of, such Charging Company; and

(iii) all rights of whatever nature which a Charging Company may have as at 18 May 2005 or thereafter acquire as against a custodian in respect of any Charged Shares held in such custodian's account with CREST including (but without limitation) any rights which such Charging Company may have (i) under any agreement with such custodian relating to the use of such account and/or (ii) to require delivery by such custodian of any Charged Shares to, or to the order of, such Charging Company;

"**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) and any company which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as more particularly defined in the Deed) (each a "Charging Company");

"**Event of Default**" means any event or circumstance specified as such in clause 25 of the Facilities Agreement (Events of Default);

"**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;

"**Group Shares**" means all shares specified in schedule 3 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments legally and/or beneficially owned by any Charging Company;

continued on continuation sheet 2, page 2

Please do not  
write in this  
binding margin

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

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

1.1.2 by way of first fixed charge all other interests (not being charged by clause 3.1.1 of the Deed) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

1.1.5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

1.1.6 by way of first fixed charge all Intellectual Property including, the Intellectual Property more particularly detailed in Schedule 2 hereto;

1.1.7 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

1.1.8 by way of first fixed charge all the goodwill and uncalled capital of the Company; and

1.1.9 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

## **1.2 Floating charge**

1.2.1 As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Bank by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 3.1 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland; and

1.2.2 charged by way of first floating charge, all Receivables.

## **1.3 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

continued on continuation sheet 2, page 4

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 2  
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 "Company")

XXXXXX

\* delete if  
inappropriate

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

**"Insurances"** means the policies of insurance in which a Charging Company has an interest from time to time;

**"Intellectual Property"** means all legal and/or equitable interest (including, without limitation, the benefit of all licences in any part of the world) of the Group (as more particularly defined in the Facilities Agreement), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any member of the Group;

**"Investments"** means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II of the Financial Services and Markets Act 2000;

**"Permitted Disposal"** means disposals permitted pursuant to clause 23.3 (Negative Undertakings) of the Facilities Agreement;

**"Permitted Security"** means any Security permitted pursuant to clause 23.8 (Negative Undertakings) of the Facilities Agreement;

**"Planning Acts"** means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto;

**"Receivables"** means:

(i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the foregoing;

**"Receiver"** means any receiver, receiver and manager or administrative receiver appointed by the Bank under the Deed;

**"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);

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

continued on continuation sheet 3, page 2

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



Please do not  
write in this  
binding margin

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

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

## **2. CONVERSION OF FLOATING CHARGE**

### **2.1 Conversion of floating charge**

The Bank may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of the Company's assets specified in the notice if:

2.1.1 an Event of Default has occurred and is continuing; or

2.1.3 the Bank in its reasonable opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### **2.2 Automatic conversion of floating charge**

The floating charges created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into fixed charges in relation to any of the Charged Assets subject to the floating charge created by clause 3.2 of the Deed (a "Floating Charge Asset") if the Company creates (or purports to create) a Security (other than a Permitted Security) on or over the relevant Floating Charge Asset without the prior consent in writing of the Bank or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset.

### **2.3 No waiver**

The giving by the Bank of a notice pursuant to clause 4.1 of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Bank to serve similar notices in respect of any other class of assets or of any of the other rights of the Bank.

## **3. CONTINUING SECURITY**

3.1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Bank first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.

3.2 The Deed shall remain in full force and effect as a continuing security until the Bank shall have certified in writing that the Secured Obligations have been discharged in full.

3.3. Upon the date on which all the Secured Obligations have been discharged in full to the Bank's satisfaction and no more arise under the terms of the Finance Documents, the Bank shall at the expense of the Company execute and do all such acts and things as may be reasonably necessary to release the Charged Assets from the security constituted by the Deed.

continued on continuation sheet 3, page 4

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

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 3  
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 "Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

**SCHEDULE 1****Details of Registered Land**

None

*Please complete  
legibly, preferably  
in black type, or  
bold block lettering***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 2****Intellectual Property**

None

**SCHEDULE 3****Newly Acquired Shares**

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

Please do not  
write in this  
binding margin

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

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

#### **4. NEGATIVE PLEDGE**

The Company covenanted with the Bank that, during the continuance of the security created by the Deed it shall notwithstanding the prior written consent of the Bank:

4.1 create or permit to subsist any Security (other than a Permitted Security) upon any of the Charged Assets; and

4.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

#### **5. FURTHER ASSURANCE**

5.1 The Company will, whenever requested by the Bank (acting reasonably if no Event of Default has occurred and is continuing) and at its own expense, promptly execute such deeds or documents and take any action required by the Bank to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Bank under the Deed. In particular, but without limitation, the Company will:

5.1.1 execute a valid legal mortgage in such form as the Bank shall reasonably require of any freehold or leasehold property as at 18 May 2005 or in the future belonging to the Company which is not hereby effectively charged by way of legal mortgage;

5.1.2 execute a valid fixed charge in such form as the Bank may reasonably require over any asset the subject of the floating charge under the Deed; and

5.1.3 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may think expedient.

5.2 Any security document required to be executed by the Company pursuant to clause 7.1 of the Deed will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed.

5.3 The Company as registered proprietor appointed the Bank as its agent to apply for the particulars of the Deed and of the interest of the Bank in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

continued on continuation sheet 4, page 4

CHFP025

## Particulars of a mortgage or charge (continued)

Please do not  
write in this  
binding margin

Continuation sheet No 4  
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 "Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

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



Please do not  
write in this  
binding margin

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

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

## **6. COVENANTS OF THE CHARGING COMPANIES**

The Company covenanted with the Bank and covenants to procure that each other Charging Company will:

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

### **6.1 Property acquisitions/Security**

on demand made to the Company by the Bank, execute and deliver to the Bank any legal mortgage or, in the case of property situated in Scotland, a standard security, in favour of the Bank of any freehold or leasehold property which becomes vested in it after 18 May 2005 and all fixtures and fittings thereon to secure the payment or discharge of the Secured Obligations, such legal mortgage or standard security to be in such form as the Bank may require (acting reasonably if no Event of Default is continuing). Any security document required to be executed by the Company pursuant to clause 9.11.2 of the Deed will be prepared at the cost of the Company and will contain terms and conditions that are no more onerous than those contained in the Deed (unless an Event of Default is continuing). In the case of any leasehold property in relation to which the consent of the landlord in whom the reversion of that lease is vested is required in order for the Company to perform any of its obligations under clause 9.11.2 of the Deed, the Company shall not be required to perform that particular obligation unless and until it has obtained the landlord's consent (which it shall use its reasonable endeavours to do).

### **6.2 Licences**

not, except with the prior written consent of the Bank, (acting reasonably provided no Event of Default has occurred and is continuing) confer on any person any right or licence to occupy any land or buildings forming part of the Charged Assets or any licence to assign or sub-let any part of the Charged Assets;

### **6.3 Planning Acts**

not carry out any development within the meaning of the Planning Acts in or upon the Charged Assets or any part thereof without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure or a change of use of the Charged Assets or any part thereof, without first obtaining the written consent of the Bank (acting reasonably provided no Event of Default has occurred and is continuing);

## **7. RECEIVABLES**

### **7.1 Dealings with Receivables**

The Company will without prejudice to clause 6 of the Deed but in addition to the restrictions in that clause, not, without the prior written consent of the Bank, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables.

## **8. POWER TO APPOINT RECEIVER**

The Deed includes the power to appoint a Receiver.

## **9. POWER OF ATTORNEY**

The Deed includes a power of attorney in favour of the Bank.

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 TO A DEBENTURE DATED 23 OCTOBER 2003 DATED THE 18th MAY 2005 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 7th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JUNE 2005.

*p.a.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES