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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

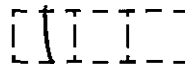
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04725147

Name of company

* TRADEPRO HOLDINGS LIMITED (the "Company")

Date of creation of the charge

9 December 2003

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

COMPOSITE GUARANTEE AND DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

(a) All indebtedness, liabilities and obligations which as at 9 December 2003 or at any time thereafter may be due, owing or incurred in any manner whatsoever to the Bank (or to any Receiver) by each Charging Company (whether under the Facility Documents, any Hedging Agreement or otherwise) whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of each Charging Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other accounts or any instruments whatsoever and including interest at the agreed rate, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of its business charge in respect of any facilities or accommodation or service provided by it or for keeping each Charging Company's account;

continued on continuation sheet 1, page 2

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3V 9EX, England (the "Bank")

Postcode

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

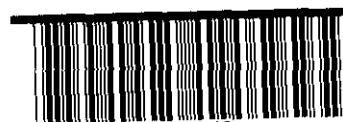
DLA
3 Noble Street
London EC2V 7EE
KLH/rq/Banking

hugginsk\395's\TradePro Holdings

Time critical reference

For official Use
Mortgage Section

Post room



A17
COMPANIES HOUSE

0504
19/12/03

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

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Particulars as to commission allowance or discount (note 3)

N/A

Signed DIA

Date 18/12/03

On behalf of XXXXXX [mortgagee/chargee][†]

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

[†]delete as
appropriate

Notes

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

Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

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

Please complete
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Company Number

04725147

Name of Company

TRADEPRO HOLDINGS LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

(b) all reasonable costs, charges and expenses properly incurred by the Bank in connection with the preparation and negotiation of the Facility Documents (subject to any agreed caps); and

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

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**")

NOTE.

In this form:-

"**Accounts**" means, the Funding Account, the Main Transaction Account, the Collections Accounts, the General Account, and the Pre-Funding Account (all as more particularly defined in the Facility Agreement); and each other bank account which TradePro Card Services Limited as Borrower may at any time open and maintain in accordance with the provisions of the Facility Agreement, (or any of them as the context requires);

"**Assigned Document**" shall have the meaning given to such term in clause 4.2.2 of the Deed;

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

"**Charged Shares**" means all shares specified in Schedule 2 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company;

"**Charging Companies**" means TradePro Card Services Limited (CRN: 04695476), TradePro Finance Limited (CRN: 04746415), TradePro Operations Limited (CRN: 04746414), TradePro Date Limited (CRN: 04746417) and TradePro Holdings Holdings Limited (CRN: 04725147) and "**Charging Company**" shall mean any of them;

"**Coface Policy**" means either (i) the insurance contract number 136546 GB4 between TradePro Card Services Limited and Coface under which the principal amount charged by a Customer to a Qualifying Account is insured, subject to a maximum of £7,500 per Qualifying Account and an aggregated insured amount of £20,000,000 or (ii) any replacement policy entered into with a Qualifying Insurer in a form and substance acceptable to the Lender (all terms as more particularly defined in the Facility Agreement);

"**Customer**" means businesses and proprietors for whom Trade Pro Accounts (as more particularly defined in the Facility Agreement) are from time to time opened and maintained by TradePro Card Services Limited;

"**Event of Default**" means any of the events specified in clause 18.1 of the Facility Agreement;

continued on continuation sheet 2, page 2

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

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1.1.2 by way of first fixed charge all other interests (not being charged by clause 4.1.1 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 rights and interests of the Company in, and claims under, the Insurances and the Coface Policy and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

1.1.5 by way of first fixed charge all its right, title, interest and benefit in and to the Accounts (other than the General Account), all monies standing to the credit of such Accounts, all interest accrued on monies standing to the credit such Accounts and all rights of the Company to repayment of any of the foregoing;

1.1.6 by way of first fixed charge all Intellectual Property;

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 to the extent not effectively assigned under clause 4.2 of the Deed by way of first fixed charge all Receivables;

1.1.9 to the extent not effectively assigned under clause 4.2.2 of the Deed by way of first fixed charge all rights, title, interest and benefit in and to each of the Assigned Documents, the collateral and all rights thereunder;

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

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

1.2 Assignment

1.2.1 As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign, by way of security in favour of the Bank all the rights, title, interest and benefit of the Company in and to the Receivables.

1.2.2 As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign, by way of security in favour of the Bank all of the present and future rights, title, interest and benefit of the Company in and to each of the Insurances, Group Loans, any Hedging Agreement, Group Documents and the Relevant Documents (each an "**Assigned Document**").

continued on continuation sheet 2, page 4

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**Particulars of a mortgage or charge
(continued)**

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

Please complete
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Company Number

04725147

Name of Company

TRADEPRO HOLDINGS LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

"Facility Agreement" means the warehouse facility agreement dated 9 December 2003 made between TradePro Card Services Limited (1) and the Bank (2) pursuant to which the Bank has agreed to make a warehouse facility of £65,000,000 available to TradePro Card Services Limited;

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"Facility Documents" means:

(a) the Facility Agreement, the Hedging Strategy Letter, any Hedging Agreement and the Security Documents;

(b) any other notices and/or acknowledgements that are required to be delivered pursuant to the documents listed in subparagraph (a); and

(c) any other documents which the Parties may subsequently agree constitute **"Facility Documents"** (all terms as more particularly defined in the Facility Agreement);

"General Account" means the sterling account numbered 50242284 maintained at the Account Bank (as more particularly defined in the Facility Agreement) in the name of TradePro Card Services Limited;

"Group Documents" means any Hedging Agreement, the Intra-Group Documents and the Subordinate Documents (both as more particularly defined in the Intercreditor Deed);

"Group Loans" means the First Revolving Facility, the Second Revolving Facility, the Deed Poll, the Note Issuance Facility Agreement and the Subordinate Loan Agreement and any deep discount loan notes issued pursuant to the Deed Poll or Note Issuance Facility Agreement (all terms as more particularly defined in the Facility Agreement);

"Hedging Agreement" means such interest rate management agreement as may from time to time be entered into by TradePro Card Services Limited in accordance with the Hedging Strategy Letter (as more particularly defined in the Facility Agreement);

"Insurances" means the policies of insurance, other than the Coface Policy, in which a Charging Company has an interest from time to time;

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Charging Companies, 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, registerable business names and other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Charging Company;

"Intercreditor Deed" means the intercreditor deed dated 9 December 2003 entered into or entered into between the Obligors (1), the Fund (2) and the Lender (3) and any other party that may accede to that deed in accordance with its terms from time to time (all terms as more particularly defined therein);

"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;

continued on continuation sheet 3, page 2

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

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1.3 Floating charge

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:

1.3.1 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 4.1 of the Deed or not effectively assigned, by way of security, pursuant to clause 4.2 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland; and

1.3.2 all monies standing to the credit of the Company from time to time on any and all accounts (including the General Account) with any bank, financial institution or other person including without prejudice to the generality of the foregoing all monies, if any, standing to the credit of accounts located in Scotland.

1.4 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).

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

2.1.2 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 charge 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 a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4.6 of the Deed (a "**Floating Charge Asset**") if the Company creates (or purports to create) an encumbrance (other than a Permitted Encumbrance) 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 5.1 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.

continued on continuation sheet 2, page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

04725147

Name of Company

TRADEPRO HOLDINGS LIMITED (the "Company")

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* delete if
inappropriate

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

"Permitted Disposal" means any of the matters permitted pursuant to clause 11.5 of the Deed;

"Permitted Encumbrance" means:

- (a) security interests created with consent of the Lender;
- (b) liens arising by the operation of law in the ordinary course of business;
- (c) conditional sale and retention of title arrangements arising in connection with the purchase of goods in the normal course of business;
- (d) encumbrances which are fully and unconditionally discharged by the date on which the first Advance (as more particularly defined in the Deed) is made under the Deed;
- (e) the security interests created by the Junior Security Documents (as more particularly defined in the Facility Agreement); and
- (f) the rent deposit agreement in respect of the property situated at 2-4 Meadow Close, Ise Valley Industrial Estate, Finedon Road, Wellingborough, Northamptonshire NN8 4BH;

"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, encumbrances, 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 or receiver and manager appointed by the Bank under the Deed;

"Related Rights" means, in relation to the relevant Charged Shares, all dividends, distributions and other income paid or payable on the relevant Charged Shares (as the case may be), together with:

- (i) all shares or other property derived from the Charged Shares (as the case may be); and
- (ii) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Relevant Documents" means:

- (i) the data licensing agreement dated 16 May 2003 between TradePro Operations Limited (1) and ACS Credit Services Plc (2);
- (ii) the data services agreement dated 16 May 2003 between TradePro Data Limited (1) and ACS Credit Services Plc (2) as amended by deeds of variation dated 11 September 2003;
- (iii) the computer software development agreement dated 6 June 2003 between Weatherbys IT Services Limited (1) and TradePro Operations Limited (2);
- (iv) the agreement relating to the provision of managed IT services dated 6 June 2003 between TradePro Operations Limited (1) and Weatherbys IT Services Limited (2);

continued on continuation sheet 4, page 2

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

Please complete
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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.

4. NEGATIVE PLEDGE

Save as permitted by the terms of the Facility Agreement, the Company covenanted with the Bank that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Bank:

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

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

5. FURTHER ASSURANCE

5.1 The Company will, whenever reasonably requested by the Bank 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 subject to clause 4.8 of the Deed, execute a valid legal mortgage in such form as the Bank shall reasonably require of any freehold or leasehold property as at 9 December 2003 or in the future belonging to the Company which is not effectively charged by way of legal mortgage by the Deed;

5.1.2 execute a legal assignment in such form as the Bank may reasonably require over all or any of the Receivables;

5.1.3 subject to clause 4.8 and clause 4.9 of the Deed 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

5.1.4 subject to clauses 4.6, 4.8 and 4.9 of the Deed 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 8.1 of the Deed will be prepared at the reasonable cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed.

continued on continuation sheet 4, page 4

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

04725147

Name of Company

TRADEPRO HOLDINGS LIMITED (the "Company")

XXXXXX

* delete if
inappropriate

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

- (v) the agreement relating to the provision of central services and facilities dated 6 June 2003 between TradePro Operations Limited (1) and Weatherbys Group Limited (2);
- (vi) each agreement entered into between TradePro Card Services Limited and a merchant from time to time;
- (vii) the Coface Documents; and
- (viii) the Servicing Agreement, (both as more particularly defined in the Facility Agreement)

Please complete
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and, in respect of the documents listed in clauses (i)-(v) and (vii) and (viii), any replacement document which may be entered into, from time to time, with the consent of the Lender (such consent not to be unreasonably withheld or delayed).

SCHEDULE 1

Details of Unregistered Land

All that leasehold land situated at TradePro House, 2-4 Meadow Close, Ise Valley Industrial Estate, Finedon Road, Wellingborough, Northamptonshire NN8 4BH, as described in a lease dated 5 July 2001 entered into between (1) Bosworth & Wakeford Limited and (2) Pink Elephant UK Limited.

SCHEDULE 2

Charged Shares

Charging Companies	Name of company in which shares are held	Class of shares	Number of shares held
TradePro Holdings Limited	TradePro Finance Limited	Ordinary	1 Ordinary Share of £1.00
TradePro Finance Limited	TradePro Operations Limited	Ordinary	1 Ordinary Share of £1.00
TradePro Finance Limited	TradePro Card Services Limited	Ordinary	1 Ordinary Share of £1.00
TradePro Operations Limited	TradePro Data Limited	Ordinary	1 Ordinary Share of £1.00

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

Please complete
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5.3 The Company as registered proprietor by the Deed appoints 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.

6. COVENANTS OF THE CHARGING COMPANIES

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

6.1 Intellectual Property

not assign, sever, dispose of, or otherwise part with control of its material Intellectual Property, or create or permit to subsist any encumbrance thereon (other than a Permitted Encumbrance), or grant any licence to any person to use the same in any manner which will materially and adversely affect the value of such material Intellectual Property.

6.2 Property acquisitions/security

subject to clause 4.8 of the Deed, (and, in particular, the timeframes therein specified), 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 9 December 2003 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 reasonably require. Any security document required to be executed by the Company pursuant to clause 10.13.2 of the Deed will be prepared at the reasonable cost of the Company and will contain terms and conditions that are no more onerous than those contained in the Deed. 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 10.13.2 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).

7. DEALINGS WITH ASSETS

7.1 Dealings with and realisation of Receivables

Notwithstanding any obligations in the Facility Agreement, the Company will without prejudice to clause 7 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04725147

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 9th DECEMBER 2003 AND CREATED BY TRADEPRO HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER 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 19th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd DECEMBER 2003.

A handwritten signature in black ink, appearing to be 'Pm'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES