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bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

7111

5095081

Name of company

* Occam DM Limited ("Charging Company")

Date of creation of the charge

24 December 2008

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

Composite guarantee and debenture entered into by the Charging Company in
favour of the Security Trustee (as defined below) ("Deed")

Amount secured by the mortgage or charge

Please see schedules 1 and 3 attached

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

ISIS EP LLP (s Security Trustee for the Security Beneficiaries as defined
in schedule 3) ("Security Trustee") of 100 Wood Street, London

Postcode EC2V 7AN

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

DLA Piper UK LLP
Victoria Square House
Victoria Square
Birmingham
B2 4DL

Ref: 90655/120008/22432601

Time critical reference

For official Use (06/2005)
Mortgage Section

FRIDAY



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09/01/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see schedules 2 and 3 attached

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

Particulars as to commission allowance or discount (note 3)

None

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

Signed DLA Piper UK LLP

Date 8 January 2009

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

† 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 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

**SCHEDULES TO FORM 395 - RELATING TO OCCAM DM LIMITED (5095081) AND A
COMPOSITE GUARANTEE AND DEBENTURE**

Charges in favour of ISIS EP LLP as Security Trustee

SCHEDULE 1

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Security Trustee or to the Security Beneficiaries or any of them by any Group Company, whether actually or contingently, pursuant to or in respect of the Stock (or any of it) and the Designated Loan Stock (or any of it) from time to time in issue or pursuant to the Guarantee and in any case, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries or any of them shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries or any of them may charge hereunder or pursuant to the Stock or any Designated Loan Stock ("Secured Obligations").

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. COVENANT TO PAY

- 1.1 The Charging Company hereby covenants with the Security Trustee that as and when the Secured Obligations or any part of them are due for payment or on such earlier date as the security becomes enforceable in accordance with the terms of the Deed and the Security Trustee determines to enforce the same it shall on demand in writing by the Security Trustee pay the Secured Obligations (or as the case may be the part of the Secured Obligations then due to be paid and remaining unpaid) to the Secured Trustee as trustee on behalf of the Security Beneficiaries.
- 1.2 The Charging Company hereby covenants that it shall within seven days of demand pay to the Security Trustee all costs and expenses reasonably and properly incurred by the Security Trustee in relation to the registration and preparation of the Deed and all reasonable costs and expenses incurred by the Security Trustee in relation to the protection and enforcement of the Security Trustee's rights under the Deed.

- 1.3 The Security Trustee shall hold the benefit of the guarantees and covenants in clauses 2, 3.1 and 3.2 of the Deed (and any other covenant expressed to be made in favour of it in this document) and all security under the Deed, and all its rights and claims under the Deed and such security as shall be vested in it, as Security Trustee for the Security Beneficiaries and each of them subject to the terms of the D Loan Stock Instruments, the Stock and any Designated Loan Stock, as is hereby acknowledged by each of the parties to the Deed.

2. FIXED AND FLOATING CHARGES

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed:

- 2.1 the Charging Company hereby charges to the Security Trustee (as trustee for the Security Beneficiaries and each of them) by way of legal mortgage:
- 2.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in part I of schedule 2 to the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
 - 2.1.2 all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry described in part II of schedule 2 of the Deed together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;
- 2.2 the Charging Company charges to the Security Trustee (as trustee for the Security Beneficiaries and each of them) by way of fixed charge:
- 2.2.1 all present and future freehold and leasehold property of the Charging Company not otherwise charged by way of legal charge pursuant to clauses 4.1.1 or 4.1.2 of the Deed together with all buildings, fixtures (excluding in

the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

- 2.2.2 all estates and interests not hereinbefore effectively charged now or hereafter belonging to the Charging Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by the Charging Company to enter upon or use land and the benefit of all other agreements relating to land to which the Charging Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Charging Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;
- 2.2.3 all Stock, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any Stock, shares, debentures or loan capital of any other body corporate now or at any time hereafter belonging to the Charging Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- 2.2.4 the goodwill of the Charging Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Charging Company or by a Receiver or a liquidator);
- 2.2.5 all Intellectual Property;
- 2.2.6 all plant, vehicles and machinery now or at any time hereafter belonging to the Charging Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);
- 2.2.7 all chattels now or at any time hereafter hired, leased or rented by the Charging Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any

guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

2.2.8 all Receivables;

2.2.9 the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("**Contracts**") held in connection with its business or the use of any Charged Property specified in any other paragraph of clause 4 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them;

2.2.10 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

2.3 The Charging Company hereby charges to the Security Trustee (as trustee for the Security Beneficiaries and each of them) by way of floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing)

2.3.1 heritable property and all other property and assets in Scotland; and

2.3.2 the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed.

2.4 In pursuance of clause 4.2.10 of the Deed the Charging Company hereby assigns to the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Charging Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect thereof and the Charging Company shall upon the request of the Security Trustee, forthwith serve written notice upon the Vendors of such assignment.

2.5 The security from time to time constituted by or pursuant to the Deed shall:

2.5.1 be in addition to and shall be independent of every bill, stock, guarantee, mortgage or other security which the Security Beneficiaries or any of them

may at any time hold for any of the Secured Obligations and it is hereby declared that no prior security held by the Security Trustee and/or the Security Beneficiaries or any of them over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed; and

2.5.2 remain in full force and effect as a continuing security until the earlier of:

2.5.2.1 the Security Trustee having certified in writing that the Secured Obligations have been discharged in full; and

2.5.2.2 the security constituted by the Deed having been released.

3. NEGATIVE PLEDGE AND FURTHER SECURITY

3.1 The Charging Company severally covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of this security it shall not without the consent in writing of the Security Trustee:

3.1.1 create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;

3.1.2 save as permitted or required under the Deed or the Bank Facility, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.

3.2 Without prejudice to the generality of the covenant for further assurance deemed to be included herein by virtue of section 76(1)(c) of the Act, the Charging Company shall from time to time whensoever requested by the Security Trustee and at the Charging Company's cost, execute in favour of the Security Trustee, or as the Security Trustee may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Charging Company to execute and are not inconsistent with the provisions of the Deed or the Finance Documents and the Security Trustee shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated therein for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments,

transfers, mortgages, legal or other charges or securities shall be in such form as the Security Trustee may reasonably require and may contain provisions such as are therein contained and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Security Trustee shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Deed.

SCHEDULE 3

Table of Definitions

"Acquisition Documents" means the acquisition agreement dated 29 July 2004 for the acquisition of the entire issued share capital of the Target together with all other documents entered into or to be delivered pursuant thereto;

"Act" means the Law of Property Act 1925;

"Bank Facility" means the term loan facility between the Company (1) and Barclays Bank PLC (2) originally dated 29 July 2004, as amended on 19 July 2007 and as amended and restated on 24 December 2008 (as amended from time to time);

"Charged Property" means the property referred to in clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"Charging Company" means Occam DM Limited (company number 5095081) whose registered address is at The Hay Loft, Manor Farm, Church Lane, Chilcompton, Radstock, Somerset BA3 4HP;

"Company" means Occam DM Limited (company registration number 5095081);

"D Loan Stock Instruments" the instruments dated on or about the date of the Deed executed by the Company constituting the Stock;

"Designated Loan Stock" means any loan stock issued pursuant to the D Loan Stock Instruments executed by the Company which is identified as being Designated Loan Stock pursuant to a notice signed by the Security Trustee and the Company;

"Designated Stockholders" means the persons whose names are for the time being entered into the Register as the holders of the Designated Loan Stock;

"Encumbrance" includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets;

"Finance Documents" has the same meaning as defined in the D Loan Stock Instruments;

"Group Company" means any of them and "Group Companies" means all of them;

"Group" means the Company and its Subsidiaries from time to time;

"Guarantee" means the Guarantee contained in clause 2 of the Deed as extended by schedule 3 of the Deed;

"Intellectual Property" means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world now or at any time hereafter belonging to or created by or assigned to the Charging Company;

"Permitted Encumbrance" means any of:

- (a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith; or
- (b) an Encumbrance arising under the Finance Documents; or
- (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset;
- (d) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance;

"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by the Charging Company from other persons due or owing to the Charging

Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Security Beneficiaries" means the Security Trustee, the Designated Stockholders and the Stockholders and **"Security Beneficiary"** means any of them;

"Security Trustee" means ISIS EP LLP;

"Stock" the fixed rate secured D loan stock 2014, of the Company constituted by the D Loan Stock Instruments;

"Stockholders" means the persons whose names are for the time being entered into the Register as the holders of the Stock;

"Subsidiaries" means a subsidiary as defined in section 736 of the Companies Act 1985;

"Target" means Occam Direct Marketing Limited (Company registration number 2823102);

"the Deed" means the Deed as from time to time amended and any document made pursuant or supplemental to it;

"Vendors" shall bear the same meaning as defined in the Acquisition Documents.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5095081
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 24 DECEMBER 2008 AND CREATED BY
OCCAM DM LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY GROUP COMPANY TO ISIS EP LLP
(AS SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES)
OR TO THE SECURITY BENEFICIARIES OR ANY OF THEM 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 9 JANUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JANUARY
2009

MH 98



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES