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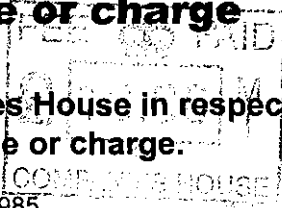
## COMPANIES FORM No. 395

180482/13

### Particulars of a mortgage or charge

# 395

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

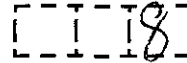


Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02939389

Name of company

\* Jerrold Holdings Limited (the "Borrower")

Date of creation of the charge

15 September 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

As specified in appendix one to this form

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

Mrs DL Moser 1995 Settlement No.1 of Ringley Drive, Whitefield (the "Lender")  
Postcode M45 7LX

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

Eversheds LLP  
Eversheds House  
70 Great Bridgewater Street  
Manchester  
M1 5ES

CORP/B/PRICECL Ref: 1234027

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



A01 \*A4WAPJ2U\* 649  
COMPANIES HOUSE 23/09/2006

Short particulars of all the property mortgaged or charged

As specified in appendix two to this form

Please do not write in this margin

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

Handwritten initials "AIP" and a cross symbol with "95" below it.

Particulars as to commission allowance or discount (note 3)

n/a

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

Signed Everhead LP

Date 22 September 2006

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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

**APPENDIX ONE**

**JERROLD HOLDINGS LIMITED (COMPANY NUMBER 02939389)**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

The amount secured by the Debenture is all amounts required to be paid by the Borrower to the Lender now or in the future, whatever the nature or basis of the relevant obligation, under the Loan Note Instrument ("Debts").

**DEFINITIONS:**

The definitions applicable to this form are noted at Appendix Three.

## APPENDIX TWO

### JERROLD HOLDINGS LIMITED (COMPANY NUMBER 02939389)

#### SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED

##### 1. Mortgages and charges

Pursuant to the terms of the Debenture the Borrower creates the following mortgages and charges in favour of the Lender in order to secure the payment of the Debts:

1.1 an equitable mortgage of all freehold property owned by the Borrower including that described in Schedule 1 hereto (Real Property);

1.2 an equitable mortgage of Land to be acquired by the Borrower in future;

1.3 fixed charges of:

1.3.1 the Borrower's plant and machinery including that described in Schedule 2 hereto (Plant and Machinery) (not including any computers or their peripherals or any other office equipment) ;

1.3.2 the Borrower's goodwill;

1.3.3 the Borrower's rights and interest in intellectual property of any kind (including all related property and materials in any medium);

1.3.4 the Borrower's uncalled share capital;

1.3.5 the Borrower's rights and interest in shares and other securities including that described in Schedule 3 hereto (Shares); and

1.3.6 the Borrower's rights and interest in contracts (including contracts of insurance); and

1.4 a floating charge of all the Borrower's property and undertaking other than that which is effectively mortgaged or charged under any other provision of the Debenture.

##### 2. Full title guarantee

2.1 Each mortgage and charge created under the Debenture is made with full title guarantee. Therefore, the Law of Property (Miscellaneous Provisions) Act applies. This means that the Borrower is deemed to give certain covenants in relation to itself and the Charged Property.

2.2 The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act shall extend to bind the Borrower only if, in any case, the relevant covenant imposes upon the Borrower a burden, liability or obligation that would not otherwise arise under the Debenture.

3. **Present and future property**

*In each case, the fixed and floating charges created under the Debenture apply to both present and future property of the relevant type.*

4. **Contracts**

In the case of a contract, the Borrower charges to the Lender under the Debenture all payments received under the contract even if, for any reason, it does not create an effective charge of its rights against the other parties to the contract.

5. **Continuing security**

The mortgages and charges created under the Debenture constitute continuing security. This means that they secure the full amount of the Debts at any time even if, at some other time:

5.1 the amount of the Debts has been less than the amount at the relevant time; or

5.2 there have been no Debts outstanding.

6. **Further advances**

The mortgages and charges created under the Debenture together secure any further advances made by the Lender.

7. **Crystallisation of floating charge (by notice)**

7.1 Clauses 4.7.2 and 4.7.3 of the Debenture (as detailed in clauses 7.2 and 7.3 below) specify cases in which the Lender is entitled to crystallise the floating charge created under the Debenture (converting it into a fixed charge or a number of fixed charges). Crystallisation will occur when the Lender gives notice to this effect to the Borrower.

7.2 The first case is where the Lender believes that crystallisation is necessary in order to avoid or mitigate any circumstances which could:

7.2.1 materially reduce the value of all or any part of the Floating Charge Property;

7.2.2 have a material adverse effect on all or any part of the Floating Charge Property; or

7.2.3 materially jeopardise the Lender's position.

7.3 The second case is where there is an Enforcement Event other than one which results in automatic crystallisation (see clause 4.8 of the Debenture (as detailed in clause 8 below)).

7.4 If, at any time, the Lender crystallises the floating charge in relation to just part of the relevant Floating Charge Property, that will not prevent its exercising its powers under clause 4.7 of the Debenture (as detailed in this clause) again.

## 8. **Crystallisation of floating charge (automatic)**

8.1 Clauses 4.8.2 to 4.8.4 of the Debenture (as detailed in clauses 8.2 to 8.4 below) specify cases in which the floating charge created under the Debenture will automatically crystallise (without the Lender having to give notice to the Borrower). There are other circumstances in which, by operation of law, a floating charge will crystallise.

8.2 The first case is where there is an Enforcement Event under clause 8.2.1 or 8.2.2 of the Debenture which is caused by the Borrower's failure to comply with any of the following restrictions in relation to Floating Charge Property:

8.2.1 clause 5.2 of the Debenture (as detailed in clause 9 below) (Prohibition on disposal of property);

8.2.2 clause 5.3 of the Debenture (as detailed in clause 10 below) (Prohibition on creation of further security interests);

8.2.3 clause 5.4 of the Debenture (as detailed in clause 11 below) (Prohibition on cancellation of rights);

8.2.4 clause 5.5 of the Debenture (as detailed in clause 12 below) (General prohibition); or

8.2.5 clause 5.6.4 of the Debenture (as detailed in clause 13 below) (Dealing with bank accounts and receivables).

If the Enforcement Event relates to just part of the Floating Charge Property, then crystallisation will affect only that part; the rest of the Floating Charge Property will be unaffected.

8.3 The second case is where there is an Enforcement Event under clause 8.2.6 of the Debenture. The floating charge will crystallise over all of the Floating Charge Property.

8.4 The third case is where there is an Enforcement Event under clause 8.2.7 of the Debenture. If the Enforcement Event relates to just part of the Floating Charge

Property, then crystallisation will affect only that part; the rest of the Floating Charge Property will be unaffected.

8.5 In each case, the floating charge will crystallise as soon as the relevant Enforcement Event occurs.

## 9. **Prohibition on disposal of property**

9.1 The Borrower must not dispose of all or any part of the Charged Property or create any right or interest in relation to it (or attempt to do any of those things), whether by way of sale, lease, licence or otherwise. However, there are the following exceptions to this prohibition.

9.1.1 There is an exception where such a disposal or the creation of such a right or interest is required or permitted by the Debenture.

9.1.2 There is an exception where the Lender gives its prior consent.

9.1.3 There are exceptions in the following circumstances for property which is Floating Charge Property at the time of the disposal:

(a) where a disposal is made in the ordinary course of the Borrower's day-to-day business and on normal commercial terms; and

(b) where property is disposed of because it is broken or no longer required (whether or not it is replaced).

The first of these exceptions does not permit factoring or any other disposal of the Borrower's book debts.

9.2 The prohibition in clause 5.2.1 of the Debenture (as detailed in clause 9.1 above) over-rides section 99 of the Law of Property Act, which contains provisions about the making of leases by mortgagors.

## 10. **Prohibition on creation of further security interests**

Apart from the mortgages and charges created under the Debenture, the Borrower must not create any security or similar interest in respect of the Charged Property (or attempt to do so) and it must not permit any such interest to exist. However, there are the following exceptions to this prohibition.

10.1 There is an exception where such an interest is required or permitted by the Debenture (including any Permitted Security).

10.2 There is an exception where the Lender gives its prior consent.

10.3 There is an exception where such an interest arises in the ordinary course of the Borrower's business, either by operation of law or by virtue of a retention-of-title clause, and is subsequently discharged in the ordinary course of the Borrower's business.

**11. Prohibition on cancellation of rights**

11.1 The Borrower must not cancel, waive or vary its rights (or allow them to lapse) in respect of all or any part of the Charged Property and it must not permit any other person to do so. However, there are the following exceptions to this prohibition.

11.1.1 There is an exception where such action is required or permitted by the Debenture.

11.1.2 There is an exception where the Lender gives its prior consent.

11.1.3 There is an exception for property which is Floating Charge Property, where the relevant event occurs in the ordinary course of the Borrower's day-to-day business.

11.2 The prohibition in clause 5.4.1 of the Debenture (as detailed in clause 11.1 above) over-rides section 100 of the Law of Property Act, which contains provisions about mortgagors' acceptance of the surrender of leases.

**12. General prohibition**

12.1 As well as complying with the specific prohibitions and restrictions in other clauses, the Borrower must not do anything that could:

12.1.1 materially reduce the value of all or any part of the Charged Property;

12.1.2 have a material adverse effect on all or any part of the Charged Property; or

12.1.3 materially jeopardise the Lender's position,

and it must not permit any other person to do so.

12.2 However, there are the following exceptions to the prohibition in clause 5.5.1 of the Debenture (as detailed in clause 12.1 above).

12.2.1 There is an exception where the action is required or permitted by the Debenture.

12.2.2 There is an exception where the Lender gives its prior consent.

**13. Dealing with bank accounts and receivables**



- 13.1 In clause 5.6 of the Debenture (as detailed in this clause), the word "receivables" is used to refer to the Borrower's book debts and other debts due to it (other than in respect of credit balances on bank accounts) and its rights and interest in guarantees and other security relating to those debts.
- 13.2 Unless clause 5.6.3 of the Debenture (as detailed in clause 13.3 below) applies, the Borrower:
- 13.2.1 may operate its bank accounts in the ordinary course of its day-to-day business;
  - 13.2.2 must realise and (if applicable) enforce payment in respect of its receivables in the ordinary course of its day-to-day business; and
  - 13.2.3 may apply the proceeds of its receivables in the ordinary course of its day-to-day business.
- 13.3 Clause 5.6.3 (as detailed in this clause) applies if the floating charge is crystallised in respect of the Borrower's bank accounts or its receivables (clauses 4.7 and 4.8 of the Debenture (as detailed in clauses 7 and 8 above) deal with crystallisation). With effect from the date of crystallisation, the Borrower:
- 13.3.1 must realise and (if applicable) enforce payment in respect of its receivables only as agent of the Lender;
  - 13.3.2 must credit all money received by it in respect of its receivables to a bank account specified by the Lender for this purpose (or arrange for debtors to make payment directly to such account); and
  - 13.3.3 must not debit any money to that or any other bank account (except with the Lender's prior consent).
- 13.4 Both before and after crystallisation, the Borrower must not deal with the receivables (or attempt to do so) in any way other than as provided by clause 5.6 of the Debenture (as detailed in this clause).

**DEFINITIONS:**

The definitions applicable to this form are noted at Appendix Three.

## APPENDIX THREE

### JERROLD HOLDINGS LIMITED (COMPANY NUMBER 02939389)

#### DEFINITIONS APPLICABLE TO THIS FORM

In this form 395 the following definitions apply:

**"Charged Property"** means, at any time, all property which is at that time the subject of any mortgage or charge created under the Debenture.

**"Enforcement Events"** are the events and circumstances listed in clause 8.2 of the Debenture.

**"Floating Charge Property"** means, at any time, all property which is at that time the subject of the floating charge created under the Debenture.

**"Land"** means any estate or interest in real property and any related rights.

**"Loan Notes"** mean any loan notes and any Additional Loan Notes (as defined in the Loan Note Instrument) issued in accordance with the Loan Note Instrument.

**"Loan Note Instrument"** means the deed constituting £20,000,000 variable rate secured loan notes 2016 of the Borrower.

**"Permitted Security"** means any security granted by the Borrower in favour of the Governor and Company of the Bank of Scotland.

**SCHEDULE 1**

**Real Property**

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**SCHEDULE 2**

**Plant and Machinery**

**This schedule has been intentionally left blank**

**SCHEDULE 3**

**Shares**

**This schedule has been intentionally left blank**

**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02939389

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 15th SEPTEMBER 2006 AND CREATED BY JERROLD HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MRS DL MOSER 1995 SETTLEMENT NO.1 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 23rd SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th SEPTEMBER 2006 .

A handwritten signature in blue ink, appearing to be 'R. S.', is written over the page.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —