

The assistance is to be given to: (note 2) SEE APPENDIX 3

13. see
Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

The assistance will take the form of:

SEE APPENDIX 4

The person who ~~XXXXXXXXXX~~ [will acquire] † the shares is:

† delete as appropriate

FUNBS MANAGED BY BARCLAYS PRIVATE EQUITY LIMITED (COMPANY NUMBER 01125740)

The principal terms on which the assistance will be given are:

SEE APPENDIX 5

The amount of cash to be transferred to the person assisted is £ NIL

The value of any asset to be transferred to the person assisted is £ NIL

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THE DATE HEREOF

Appendix 1 to Form 155(6)a

Names and Addresses of all Directors of JERROLD HOLDINGS LIMITED

(number 02939389)

Gary Derek Beckett	27 Hollybank Droylsden Manchester M43 7SP
Marc Richard Goldberg	57 Hampstead Drive Whitefield Manchester M45 7YA
Henry Neville Moser	7th Floor Bracken House Charles Street Manchester M1 7BD
Joseph Michael Shaoul	20 Hazelmere Avenue Hale Barns Altrincham Cheshire WA15 0AU

MS
MS
M
MS
JDL

Appendix 2 to Form 155(6)a

Number and class of shares to be acquired

Handwritten signatures and initials in the top right corner, including a large signature at the top, initials 'JMS' below it, a signature below that, and another signature at the bottom.

The following will be acquired by the Buyers by way of subscription:

1,705,700 A preferred ordinary shares of 50p each

449,959 B1 ordinary shares of 49.9p each

21,507 C1 ordinary shares of 1p each

The following will be acquired by way of a normal acquisition:

8,699,953 A preferred ordinary shares of 50p each

2,295,015 B1 ordinary shares of 49.9p each

109,695 C1 ordinary shares of 1p each

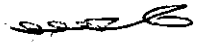
Appendix 3 to Form 155(6)a

Name of persons to whom the assistance is given

Mrs DL Moser 1995 Settlement No.1 of 1 Ringley Drive, Whitefield, M45 7LX



Jms



Appendix 4 to Form 155(6)a

The form of the financial assistance to be given by Jerrold Holdings plc (number 02939389)

The entry into by the Company of the documents listed and described at paragraph 1 below (or the documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with the acquisition (which, for these purposes, includes a subscription of shares) of 30% of the issued share capital of the Company by certain funds managed by Barclays Private Equity Limited (the "Buyers") by its present shareholders Henry Neville Moser and Henry Neville Moser and Dorah Leah Moser as joint shareholders and trustees of the Mrs DL Moser 1995 Settlement No.1 (the "Trust") (together the "Seller") pursuant to a sale and purchase agreement signed today and a shareholders agreement, each made between the Seller and the Buyers (the "Acquisition").

In connection with the Acquisition, the Company will issue £20,000,000 loan notes (the "Loan Notes") to Henry Neville Moser and Dorah Leah Moser as trustees of the Trust (the "Loan Note Holder"). As security for the Loan Notes, the Company would be required to enter into the following:

1. a debenture (the "Loan Note Debenture") to be made by the Company in favour of the Loan Note Holder pursuant to which the Company will grant fixed and floating charges over substantially all the assets and undertaking of the Company securing, inter alia, any liability of the Company to the Loan Note Holder arising under the Loan Notes.
2. an intercreditor deed (the "Intercreditor Deed") to be made between, inter alios, the Company and the Governor and Company of the Bank of Scotland as security trustee ("BoS") containing terms and conditions regulating certain rights between the parties thereto.

Appendix 5 to Form 155(6)a

Principal terms on which financial assistance will be given by the Company

Terms defined in Appendix 4 have the same meaning in this Appendix 5

1. By executing the Loan Note Debenture the Company will:
 - 1.1 as primary obligor and not merely as surety, covenant with the Loan Note Holder that it will pay or discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each relevant obligor to the Loan Note Holder under the Loan Notes in each case together with all costs, charges and expenses incurred by the Loan Note Holder in connection with the protection, preservation or enforcement of its respective rights thereunder or any other document evidencing or securing any such liabilities (the "Secured Liabilities"); and
 - 1.2 as beneficial owner, as security for the payment, discharge and performance of the same, charge in favour of the Loan Note Holder substantially all its assets and undertaking by way of fixed and floating charges by way of security for the same.
2. By executing the Intercreditor Deed, the Company will agree to and acknowledge the contractual subordination and priority arrangements between the Company and BoS.

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF JERROLD HOLDINGS LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 15 September 2006 in connection with the proposal that the Company should give financial assistance in connection with the acquisition of shares of the Company.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Deloitte & Touche LLP
Chartered Accountants and Registered Auditors
Manchester
Date: 15 September 2006