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2/M 4092/20

Particulars of a mortgage or charge

395

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



CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1 1 9]

1402330

Name of company

* Factfocus Limited (the "Mortgagor")

Date of creation of the charge

5 April 2004

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

2

Legal charge (the "Legal Charge") between the Mortgagor and The Governor and Company of the Bank of Scotland as agent and security trustee for itself and the Banks (the "Agent")

Amount secured by the mortgage or charge

10

The Mortgagor covenants to pay on demand to the Agent for the account of the Banks and the Agent all moneys, all obligations and liabilities due, owing or incurred by the Mortgagor to the Banks or any of them and/or the Agent under or pursuant to the Facility Agreement on 28 November 2003 or at any time in the future (such liabilities to include, without limitation, all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind; and interest both before and after judgment to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees
CONT/...

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

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The Governor and Company of the Bank of Scotland acting through its office at No 1 Marsden Street Manchester
Postcode M2 1HW

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

Addleshaw Goddard
100 Barbirolli Square
Manchester
M2 3AB

MORGD/1056-307

Time critical reference

For official Use
Mortgage Section

Post room



A27 COMPANIES HOUSE

0530 21/04/04

943499

Short particulars of all the property mortgaged or charged

The Mortgagor with full title guarantee charged in favour of the Agent:

1. a) by way of legal mortgage the ~~freehold property being land on the North East side of Bury (New) New Road and on the North West side of Park View Road, Prestwich, Bury District, Greater Manchester and known as Claremont House registered with absolute title under title number LA99208 and the freehold property being the former Territorial Army Centre at Holly Bank Farm, Chester Road, Macclesfield, Cheshire registered with absolute title under title number CH292087 (together the "Property") together with all buildings and fixtures (including trade and tenant's fixtures) thereon;~~
- b) ~~by way of fixed charge all plant and machinery and other chattels as at the date of the Legal Charge or thereafter attached to the Property;~~ and
- c) ~~by way of floating charge all unattached plant machinery and other chattels as at the date of the Legal Charge or thereafter on or used in connection with the Property.~~

(all the property in clause 1 shall together be the "Mortgaged Property")

CONT/...

Particulars as to commission allowance or discount (note 3)

Nil

Signed Addlehan Goddard Date 20 April 2004

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

Particulars of a mortgage or charge (continued)

CHFP025

Please do not
write in this
binding margin

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

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

Company Number

1402330

Name of Company

Factfocus Limited (the "Mortgagor")

Limited*

* delete if
inappropriate

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

CONT/...

and other charges and all reasonable legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Banks or any of them or the Agent in relation to any such moneys, obligations or liabilities or generally in respect of such company) when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Banks or any of them or the Agent or purchased or otherwise acquired by them or it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever.

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**

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CONT/...

NOTE

The Mortgagor covenanted with the Agent:

(a) not without the previous consent in writing of the Agent (such consent not to be unreasonably withheld or delayed save in the case of landlord's fixtures and fittings) to sever or dispose of any fixture at the Mortgaged Property save in the ordinary course of repair or replacement;

(b) not without the previous consent in writing of the Agent to create any further mortgage or charge over, or dispose of, the Mortgaged Property or any part thereof;

(c) not without the previous consent in writing of the Agent (such consent not to be unreasonably withheld or delayed save in the case of landlord's fixtures and fittings) to detach or dispose of any plant, machinery and other chattels charged under clause 1 above.

Definitions

In this form 395 the following definitions are used:

Banks means The Governor and Company of the Bank of Scotland, Barclays Bank PLC, Lloyds TSB Bank plc, Yorkshire Bank PLC, The Royal Bank of Scotland plc, Allied Irish Bank plc and Singer & Friedlander Limited and their successors in title, assignees and substitutes;

Facility Agreement means the facility agreement dated 6 December 1996 and originally made between Blemain Group PLC (now known as Jerrold Holdings PLC) as borrower (1), The British Linen Bank Limited as arranger (2), The British Linen Bank Limited and other as banks (3) and The British Linen Bank Limited as agent (4) and amended and restated on 28 November 2003.

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

FILE COPY



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

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

COMPANY No. 01402330

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 5th APRIL 2004 AND CREATED BY FACTFOCUS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BANKS OR ANY OF THEM AND/OR THE AGENT 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 21st APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd APRIL 2004.

P. Ken



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —