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

*insert full name
of Company

COMPANIES FORM No. 395

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

[6][][][][]

01523936

Name of company

* Broglia Press 86 Limited (the "Chargor")

Date of creation of the charge

14 August 2009

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

Chattel Mortgage between Broglia Press 86 Limited and Gold Group Printing
Limited (the "Deed")

Amount secured by the mortgage or charge

See attached appendix 1...

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

See attached appendix 2.

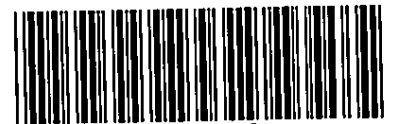
Postcode

Presentor's name address and
reference (if any):
Eversheds LLP
One Wood Street, London
EC2V 7WS

For official Use (06/2005)
Mortgage Section

Post room

SATURDAY



A19

"AABPACMS"
22/08/2009
COMPANIES HOUSE

128

Time critical reference
WILMOTGU/172062.000001

Short particulars of all the property mortgaged or charged

See attached appendix 3.

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed **Everheds LLP**

Date **20** August 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

**A fee 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 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

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APPENDIX 1

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of Newco and/or the Chargor to the Chargee, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights in respect of the Deferred Consideration and/or under or in connection with the Lease or any other document evidencing or securing any such liabilities. (the "**Secured Obligations**").

If not already defined, capitalised terms used in this appendix 1 are defined in appendix 4 to this Form 395.

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APPENDIX 2

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

GOLD GROUP PRINTING LIMITED whose registered address is at Gold Group House,
Godstone Road, Whyteleafe, Surrey CR3 0GG (the "**Chargee**").

If not already defined, capitalised terms used in this appendix 2 are defined in appendix
4 to this Form 395.

APPENDIX 3***Short particulars of all property mortgaged or charged*****1. CHARGING PROVISIONS****1.1 Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations:

1.1.1 Assignment by way of security

assigns by way of security to the Chargee the following assets:

- 1.1.1.1 the Mortgaged Chattels;
- 1.1.1.2 the benefit of any obligations, guarantees or warranties undertaken or given (whether expressly or by implication) to or in favour of the Chargor by any manufacturer or supplier of the Chattels or by any other person in respect of the Chattels;
- 1.1.1.3 the benefit of all maintenance or support agreements entered into between the Chargor and a third party in respect of the Chattels;
- 1.1.1.4 the benefit of all Authorisations held or utilised by the Chargor in connection with the Chattels;
- 1.1.1.5 the benefit of the Insurance Proceeds; and
- 1.1.1.6 the benefit of all rights of access to and recovery of Data and Records held by third parties,

in each case to the fullest extent capable of assignment and subject to re-assignment on redemption as provided in clause 14.13 of the Deed;

1.1.2 First fixed charge

charges in favour of the Chargee, by way of first fixed charge, the following assets:

1.1.2.1 the Charged Chattels (other than those assets comprised within the Mortgaged Chattels which have been validly and effectively assigned to the Chargee pursuant to clause 3.1.1 of the Deed (as described by paragraph 1.1.1 above));

1.1.2.2 all its right title and interest in the Physical Materials;

1.1.2.3 any money (including any deposit, advance or instalment payment) payable to the Chargor for or in connection with the disposal (by whatever means and whether or not permitted by the Deed) of the Chattels or any interest in the Chattels; and

1.1.2.4 any assets referred to in clause 3.1.1 of the Deed (as described by paragraph 1.1.1 above) to the extent that such assets are incapable for any reason of being validly and effectively assigned to the Chargee pursuant to that clause but are capable of being validly and effectively charged; and

1.1.3 **Floating Charge**

charges in favour of the Chargee, by way of first floating charge, all those assets described or referred to in, but not validly or effectively assigned or charged by way of security pursuant to the provisions of clauses 3.1.1 or 3.1.2 of the Deed (as described by paragraph 1.1.1 or 1.1.2 above) respectively.

2. **NEGATIVE PLEDGE**

2.1 **Negative Pledge**

During the Security Period, the Chargor shall not:

2.1.1 create, extend or permit to subsist any Security over any of the Secured Assets; nor may it sell, transfer lease or otherwise dispose of any of, or any interests in, the Chattels, nor enter into any other preferential arrangement having a similar effect.

2.2 Exceptions

Clause 4.1 of the Deed (as described in paragraph 2.1 above) does not apply:

2.2.1 to the security created or required to be created by the Deed; or

2.2.2 to any security or transaction to which the Chargee has given its written consent.

3. FURTHER ASSURANCE

The Chargor will at all times (and forthwith upon the Chargee's written request) but at the Chargor's own expense take all steps (including the making of all filings and registrations and the payment of all fees and taxes) and execute all documents necessary or, in the reasonable opinion of the Chargee, desirable (a) to render effective and valid any security or any right or power created or intended to be created or evidenced under or by the Deed but which is or may be ineffective or invalid, (b) to perfect, protect or improve any such security or to facilitate its enforcement or realisation, (c) to protect the Chargee's position under the Deed or any other deed or document entered into pursuant to the Deed or (d) in connection with the exercise of any of any rights or powers by any Enforcement Party under or in relation to the Deed, and so that any security document required to be executed pursuant to clause 6.14 of the Deed (as described by this paragraph 3) will be in such form and will contain such provisions as the Chargee may reasonably require.

4. MISCELLANEOUS

4.1 All the security granted or created by the Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.

4.2 All the security created or given under the Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.3 The fact that no or incomplete details of any particular Chattel are included or inserted in any relevant Schedule shall not affect the validity or enforceability of the charges created by the Deed.

5. POWER OF ATTORNEY

5.1 Grant of power

The Chargor irrevocably and by way of security appoints the Chargee and each Receiver and any person nominated for the purpose by the Chargee or the Receiver (in writing, under hand, signed by an officer of the Chargee or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in clause 12.2 of the Deed (as described by paragraph 5.2 below).

5.2 Extent of power

The power of attorney granted in clause 12.1 of the Deed (as described by paragraph 5.1 above) allows the Chargee, the Receiver or such nominee, in the name of the Chargor, on its behalf and as its act and deed to:

- 5.2.1 perfect the security given by the Chargor under the Deed; and
- 5.2.2 execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under the Deed or which the Chargee, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers authorities or discretions of the Chargee or the Receiver under, or otherwise for the purposes of, the Deed.

5.3 Ratification

The Chargor covenants with the Chargee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with clause 12 of the Deed (as described by this paragraph 5).

If not already defined, capitalised terms used in this appendix 3 are defined in appendix 4 to this Form 395.

APPENDIX 4**DEFINITIONS AND CONSTRUCTION****Definitions**

In this Form 395 and its appendices the following definitions apply:

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Charged Chattels" means the printing presses, brief particulars of which are set out in Schedule 2 of the Deed (as set out in Part B of appendix 5 to this Form 395) and includes all accessories, appliances, components, controls, engines, instruments, operating systems, parts, spares and other equipment of any kind attached to, forming part of or comprised within such item of machinery or designated for such purpose and also all additions and improvements to such item and any renewals of or replacements for such item made with the consent of the Chargee.

"Chattels" means the Mortgaged Chattels and the Charged Chattels and, subject to the terms of the Deed, includes any part or parts of such asset.

"Data and Records" means all accounting, financial, maintenance, registration, insurance claims, or other information and data of any nature and in whatever form or media created or stored held by or on behalf of the Chargor in relation to the Chattels, including:

- (a) all registers of chattels, purchase invoices and other financial records and VAT and other tax records;
- (b) policies of insurance in respect of which the Insurance Proceeds are secured pursuant to the Deed;
- (c) log books, registered user certificates, manuals, handbooks, instruction books, guidance notes, maintenance records, test certificates and reports, drawings, technical data and other documentation;
- (d) any output from any processing tasks relation to such information or data performed by any relevant computer system;
- (e) any passwords necessary to obtain access to such computer system or any such information or data stored on it; and
- (f) the back-up tapes, disks or drives relating to or containing such output.

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"Deferred Consideration" means, collectively, the First Deferred Payment, the Second Deferred Payment, the Third Deferred Payment and the Network Publishing Payment.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Chargee.

"Discharge Date" means the date with effect from which the Chargee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Chargee cancelled.

"Enforcement Party" means any of the Chargee, a Receiver or a Delegate.

"First Deferred Payment" has the meaning given to it in the Sale and Purchase Agreement.

"Insurance Proceeds" means the proceeds of any claim received by the Chargor arising out of the Insurances, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group, together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of the Insurances and all interest on any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Secured Assets which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Lease" means the lease between the Chargor as tenant and the Chargee as landlord dated on or about the date of the Deed relating to the property situated at Enterprise House, 52 Holton Road, Holton Heath Trading Park, Poole, Dorset, BH16 6LQ.

"Mortgaged Chattels" means the printing presses, brief particulars of which are set out in Schedule 1 of the Deed (as set out in Part A of appendix 5 to this Form 395) and includes all accessories, appliances, components, controls, engines, instruments, operating systems, parts, spares and other equipment of any kind attached to, forming part of or comprised within such item of machinery or designated for such purpose and also all additions and improvements to such item and any renewals of or replacements for such item made with the consent of the Chargee.

"Newco" means New Broglia Press Limited, a company incorporated in England and Wales with company number 06928499 with registered office 4 Cedar Park, Cobham Road, Ferndown Industrial Estate, Wimborne, Dorset BH21 7SF.

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"Network Publishing Payment" has the meaning given to it in the Sale and Purchase Agreement.

"Physical Materials" means every item of physical material at the date of the Deed in existence, or not yet in existence but created or acquired by the Chargor after the date of the Deed, whatever its description or category, relating to the Chattels including any comprised within the Data and Records, and in respect of each such item the original copy or version or variant owned or produced by or delivered to or lawfully obtained by the Chargor, including but not limited to disks, tapes, recordings or source and/or object codes, other media whether or not comprised within the Data and Records or which relate to any computer or other electronic system used for the recovery or display of the Data and Records.

"Receiver" means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to the Deed in respect of the Chargor or in respect of the Secured Assets or any of them.

"Sale and Purchase Agreement" means the sale and purchase agreement dated on or about the date of the Deed between, *inter alia*, Newco as buyer and the Chargee as seller.

"Second Deferred Payment" has the meaning given to it in the Sale and Purchase Agreement.

"Secured Assets" means the Chattels and all other assets mortgaged, charged, assigned or otherwise the subject of any security created by or pursuant to the Deed and includes any part or parts of such assets.

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

"Security Period" means the period beginning on the date of the Deed and ending on the Discharge Date.

"Third Deferred Payment" has the meaning given to it in the Sale and Purchase Agreement.

"VAT" means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

Construction

In this Form 395 and its appendices:

1. any reference to:
 - 1.1 the word "**assets**" includes present and future property, revenue, rights and interests of every kind;
 - 1.2 the word "**guarantee**" includes any guarantee or indemnity and any other financial support (including any participation or other assurance against loss and any deposit or payment) in respect of any person's indebtedness;
 - 1.3 the word "**indebtedness**" includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent);
 - 1.4 the word "**law**" includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law; and the word "**lawful**" and similar words and phrases are to be construed accordingly;
 - 1.5 the word "**person**" includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership or trust (in each case, whether or not it has separate legal personality);
 - 1.6 the word "**regulation**" includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
 - 1.7 the word "**security**" includes any assignment by way of security, charge, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
 - 1.8 the word "**set-off**" includes analogous rights and obligations in other jurisdictions; and
 - 1.9 the word "**tax**" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);

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2. where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
3. each reference to the **"Chargor"**, or to the **"Chargee"** includes its successors in title, and its permitted assignees or permitted transferees;
4. unless this Form 395 expressly states otherwise or the context requires otherwise, (a) each reference in this Form 395 to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Deed) and (b) each reference in this Form 395 to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Deed and whether amended or re-enacted since the date of the Deed);
5. each reference to the Deed (or to any other agreement or deed) means, at any time, the Deed (or as applicable such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of the Deed;
6. each reference to the singular includes the plural and vice versa, as the context permits or requires;
7. each heading in this Form 395 is for convenience only and does not affect the meaning of the words which follow it;
8. each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause or Schedule to the Deed; and
9. wherever this Form 395 states that the Chargor must not take a particular step without the consent of the Chargee, the Chargee has discretion whether to give its consent and can impose conditions on any such consent it gives.

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APPENDIX 5**PART A - MORTGAGED CHATTELS**

| | Category of relevant chattels | Brief description | Identifying number or mark or location |
|---|-------------------------------|---|--|
| 1 | Plant and machinery: | Heidelberg Speedmaster SM102-8P5 Colour Offset Press 1998 model 4/4 | Serial No. 538426 |
| 2 | Plant and machinery: | Heidelberg SM102-4P3 Colour Offset Press 2000 model 2/2 | Serial No. 539503 |
| 3 | Plant and machinery: | Heidelberg SM102-4P3 Colour Offset Press 1999 model 2/2 | Serial No. 543152 |
| 4 | Plant and machinery: | 5 colour KBA | Serial No. 65751312 |

PART B - CHARGED CHATTELS

| | Category of relevant chattels | Brief description | Identifying number or mark or location |
|---|-------------------------------|---|--|
| 1 | Plant and machinery: | Heidelberg Speedmaster SM102-8P5 Colour Offset Press 1998 model 4/4 | Serial No. 538426 |
| 2 | Plant and machinery: | Heidelberg SM102-4P3 Colour Offset Press 2000 model 2/2 | Serial No. 539503 |
| 3 | Plant and machinery: | Heidelberg SM102-4P3 Colour Offset Press 1999 model 2/2 | Serial No. 543152 |
| 4 | Plant and machinery: | 5 colour KBA | Serial No. 65751312 |

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1523936
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED 14
AUGUST 2009 AND CREATED BY BROGLIA PRESS 86 LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO GOLD GROUP PRINTING LIMITED 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 22 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 AUGUST 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES