

## 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1117]

2939389

Name of company

\* Jerrold Holdings PLC (the "Assignor")

Date of creation of the charge

28 November 2003

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

Supplemental keyman insurance assignment (the "Assignment") dated 28 November 2003 made between the Assignor and The Governor and Company of the Bank of Scotland as security agent and trustee for itself and the Banks (the "Agent").

Amount secured by the mortgage or charge

The Assignor 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 Assignor to the Banks or any of them and/or the Agent under or pursuant to the Facility Agreement and/or the Assignment 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,

CONT/...

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

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

Postcode M2 1HW.

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

Addleshaw Goddard  
100 Barbirolli Square  
Manchester  
M2 3AB

Ref: ECQ/MORGD/1056-307

Time critical reference

For official use  
Mortgage



PMO \*PFOUR00E\* 0129  
COMPANIES HOUSE 04/12/03  
A08 \*AHHKWQ04\* 0513  
COMPANIES HOUSE 09/12/03  
A33 \*AE885QLK\* 0604  
COMPANIES HOUSE 04/12/03

NON  
PART

Short particulars of all the property mortgaged or charged

All right, title and interest in the following life insurance policies (the "**Policies**") have been assigned absolutely by the Assignor to the Agent with full title guarantee:

<u>Name of Life Assured</u>	<u>Date of policy</u>	<u>Sum Assured</u>	<u>Term</u>	<u>Assurance Society</u>	<u>Policy Number</u>
Marc Goldberg	28.11.2003	£100,000	4 years	Legal & General Assurance Society	0105238968
Andrew Lawton	28.11.2003	£100,000	4 years	Legal & General Assurance Society	0105238547
Gary Beckett	28.11.2003	£100,000	4 years	Legal & General Assurance Society	0105238760

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Alderman Goodard*

Date 08 December 2003

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

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
  - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- Cheques and Postal Orders are to be made payable to **Companies House**.
- The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

# Particulars of a mortgage or charge (continued)

Please do not  
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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

2939389

Name of Company

Jerrold Holdings PLC (the "Assignor")

Limited\*

\* delete if  
inappropriate

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

CONT/

commission, fees 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

NOTE

The Assignor covenants that it will not without the prior consent in writing of the Agent such consent not to be unreasonably withheld or delayed:

(a) create or attempt to create or permit to subsist in favour of any person other than the Agent any Encumbrance on or affecting the Policies or any part thereof; or

(b) dispose of the Policies or attempt or agree so to do.

Definitions

**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;

**Encumbrance** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

**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.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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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. 02939389

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL KEYMAN INSURANCE ASSIGNMENT DATED THE 28th NOVEMBER 2003 AND CREATED BY JERROLD HOLDINGS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 4th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th DECEMBER 2003.

10/12/03



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES