

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

## COMPANIES FORM No. 395

624998/325

## Particulars of a mortgage or charge

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

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

2

Company number

4625136

Name of company

Expert Imaging Limited (the **Chargor**)

Date of creation of the charge

11 April 2007

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

A debenture made between (1) the **Chargor** and (2) the **Bank** (as defined below) (the **Debenture**)

Amount secured by the mortgage or charge

All money and liabilities whatever, whenever and however incurred whether at the date of the  
**Debenture** or in the future due, or become due, from **Jessops PLC** to the **Bank** under a loan facility  
letter from the **Bank** to **Jessops PLC** dated 11 April 2007 as amended and/or supplemented from  
time to time (the **Facility Letter**) This includes, but is not limited to

- (a) interest in accordance with the **Facility Letter** and the **Debenture**,
- (b) money agreed to be paid by the **Chargor** under Clause 25 of the **Debenture**

and excludes any liabilities which, if secured by the **Debenture** would result in a contravention by the  
**Chargor** of section 151 of the Companies Act 1985 (the **Debt**)

Please return  
via

H London Counter

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

HSBC Bank plc, Securities Processing Centre, PO Box 3924, 79 Hoyle Street, Sheffield (the **Bank**)

Postcode S1 9BD

Presentor's name address and  
reference (if any)

Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS

KET/TJF/54318 00077

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



\*L8XP6OU3\*

LD4

19/04/2007

442

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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 Denton Wilde Sapte LLP

Date 18/04/07

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

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

Notes

† delete as  
appropriate

- 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.

Name of company

\* insert full name  
of company

Expert Imaging Limited (the Chargor)

Short particulars of all the property mortgaged or charged (continued)

**1 Security given over the Chargor's Assets**

The Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charged

- (a) By way of legal mortgage the freehold land described or referred to in Part 1 of the First Schedule to the Debenture (and set out at Part 1 of Schedule 1 to this Form 395) together with all buildings fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture (and set out at Part 2 of Schedule 1 to this Form 395)
- (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture (and set out at Schedule 2 to this Form 395)
- (c) By way of first fixed charge (except as already charged by Clauses 4(a) and (b) of the Debenture (and set out at paragraphs 1(a) and (b) to this Form 395))
  - (i) All the present and future right, title and interest of the Chargor in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it provided that any leasehold land held under rack rent lease with no premium value (under which the Chargor is prohibited from charging the relevant leasehold interest) shall be excluded from this fixed charge
  - (ii) All chattels at the date of the Debenture or at any time afterwards belonging to the Chargor This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Chargor or which are, at the date of the Debenture, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture
  - (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned at paragraphs 4(c)(i) to (ii) of the Debenture (and set out at paragraphs (i) and (ii) to this Form 395) and/or to any trade or business from time to time carried on by the Chargor
  - (iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated at the date of the Debenture or at any time afterwards due owing or incurred to the Chargor In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Chargor to enforce any such debts or claims (collectively called the **debts**) This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Chargor which shall not be subject to this fixed charge and also such debts and claims as charged in accordance with paragraph 4(c)(v) of the Debenture (and set out at paragraph (v) below)
  - (v) Any credit balance on any account of the Chargor with the Bank
  - (vi) Any credit balance on any account of the Chargor with any bank (other than the Bank) or other person
  - (vii) All goodwill and uncalled capital of the Chargor at the date of the Debenture
  - (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Chargor) In addition,

Name of company

\* insert full name  
of companyExpert Imaging Limited (the **Chargor**)

- (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities at the date of the Debenture or at any time afterwards belonging to the Chargor,
- (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule to the Debenture (and set out at Schedule 2 to this Form 395), collectively called, the **securities**)
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world in addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) at the date of the Debenture or at any time afterwards belonging to the Chargor (together with any of the same mentioned in the Second Schedule to the Debenture (and set out at Schedule 2 to this Form 395), collectively called the **intellectual property**
- (x) All policies of life insurance or assurance and all rights and claims to which the Chargor is at the date of the Debenture, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned in Clause 8(a) of the Debenture)
- (xi) All rights and other property to which the Chargor is at the date of the Debenture, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction
- (xii) The benefit of all agreements for the provision by the Chargor to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) at the date of the Debenture, or at any time afterwards, entered into by the Chargor
- (xiii) The proceeds of sale of any property mentioned in paragraphs 4(c)(i) to (xii) of the Debenture (and set out at paragraphs (i) to (xii) to this Form 395)
- (d) By way of floating charge, all the undertaking of the Chargor and all its property whatsoever and wheresoever both at the date of the Debenture and in the future. This will not include any part of the same which is, at the date of the Debenture, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

The property referred to in paragraphs (a) (b) (c) and (d) above is collectively called the **charged property**

## 2 Negative pledge

The Chargor covenanted that it shall not, except with the prior written consent of the Bank or as permitted under the facility agreement dated 28 October 2004 between various parties including Jessops PLC and the Bank (as amended, supplemented and/or replaced from time to time) (the **Facilities Agreement**) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture, the mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture (and set out at Part 2 of Schedule 1 to this Form 395) or as contemplated under the Facility Letter

Name of company

\* insert full name  
of companyExpert Imaging Limited (the **Chargor**)

### 3 Interpretation

- (a) The expressions -
- (i) "the Chargor" shall include any person from time to time deriving title under the Chargor
  - (ii) "the Bank" shall include its successors and transferees and in both cases to the extent of their respective rights and benefits (including, without limitation, any person in whom under the laws of such person's place of incorporation all or substantially all of the assets and liabilities of the Bank become vested)
  - (iii) "environmental laws" includes all applicable laws, regulations and directives (and all notices, circulars, orders, judgements and decisions of any court or other competent authority in any jurisdiction) concerning the pollution or protection of the environment or the health of humans, animals or plants. This includes, public and workers' health and safety, the generation, use, treatment, storage, transportation or disposal, or discharge or release into the environment, of any chemicals or other pollutants or contaminants or industrial, radioactive, dangerous, toxic or hazardous substances or wastes (in whatever form and including noise and genetically modified organisms)
  - (iv) "environmental permits" means all permits, licenses, consents, approvals, certificates and other authorisations (including all conditions applicable to them) required under any environmental laws
  - (v) "holding company" "subsidiary" and "subsidiary undertaking" shall have the meanings respectively set out in the Companies Act 1985
- (b) Any reference to a person shall include any person, company, corporation, body corporate, government, state (or agency of a state) and any association or partnership (whether or not having legal personality) of any of these
- (c) Any reference to any statute or any section of any statute shall be regarded as including reference to any statutory modification or re-enactment of it for the time being in force
- (d) References to the singular shall include the plural and vice versa, the use of the male pronoun shall include the female and neuter, the use of the neuter pronoun shall include both the male and the female

Company number

4625136

Name of company

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Expert Imaging Limited (the Chargor)

**Schedule 1****Part 1**

(Freehold and/or leasehold land)

**Registered Title**

All the property(ies) comprised in the following title(s) at HM Land Registry

Title Number	Short description of the property
	None at the date of the Debenture

**Unregistered Title**

All the property(ies) vested in the Chargor at the date of the Debenture and comprised in the Deed(s) referred to below

Short description of the Property	Date	Deed/Document	Parties
None at the date of the Debenture			

**Part 2**

(Prior mortgages or other matters relating to the property described below)

Short description of the Property	Legal Mortgage/Charge dated	Parties
None at the date of the Debenture		

**Schedule 2**

(Chattels and/or other property)

Description	Serial/registration number(s)	Location
None at the date of the Debenture		

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04625136

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th APRIL 2007 AND CREATED BY EXPERT IMAGING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND JESSOPS PLC TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER 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 19th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th APRIL 2007

CSR  
h.c



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES