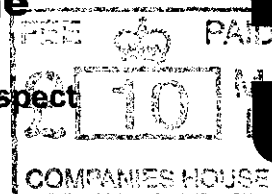


Particulars of a mortgage or charge

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



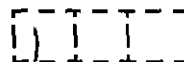
395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



4949929

Name of company

* Auction Finance Limited (the "Chargor")

Date of creation of the charge

28 November 2003

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

A supplemental deed (the "Supplemental Deed") (supplemental to a composite guarantee and debenture dated 6 December 1996) dated 28 November 2003 in favour of The Governor and Company of the Bank of Scotland (the "Agent").

Amount secured by the mortgage or charge

The Chargor covenants to pay all moneys and to discharge all obligations and liabilities due, owing or incurred by it to the Beneficiaries or any of them under or pursuant to the Finance Documents on 28 November 2003 or at any time in the future when the same become due for payment or discharge and the Chargor irrevocably and unconditionally guarantees the payment and discharge on demand of all moneys and obligations due, owing or incurred to the Beneficiaries or any of them under or pursuant to the Finance Documents or any of them by each of the Parent and any other member of the Charging Group on 28 November 2003 or at any time in the future, whether such moneys or obligations are expressed or implied, present, future or contingent.

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

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

Addleshaw Goddard
100 Barbirolli Square
Manchester
M2 3AB

Ref: EQC/MORGD/1056-307

Time critical reference

For official Use
Mortgage Section

Post room



A33
COMPANIES HOUSE

0598
04/12/03

The Chargor charges to the Agent with full title guarantee:

1) by way of first legal mortgage, all freehold and leasehold property wheresoever situate owned by the Chargor or in which the Chargor has an interest on 28 November 2003 and at any time in the future, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property together with all rights, easements and privileges appurtenant to, or benefiting, the same;

2) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of clause 1 above) all present and future freehold and leasehold property wheresoever situate owned by the Chargor or in which the Chargor may have an interest on 28 November 2003 and at any time in the future, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and fixtures all rights, easements and privileges appurtenant to, or benefiting, the same;

CONTINUED/...

Particulars as to commission allowance or discount (note 3)

Nil

Signed

John L. Giddens

Date

03/12/03

On behalf of ~~XXXXXX~~ [mortgagee/chargee]

Please do not write in this margin

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

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

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

4949929

Name of Company

Auction Finance Limited (the "Chargor")

Limited*

* delete if
inappropriate

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

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

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

3) by way of first fixed charge, all plant, machinery, vehicles, computers and other office equipment owned by the Chargor or in which the Chargor has an interest on 28 November 2003 and at any time in the future, and the benefit of all contracts and warranties relating to the same;

4) by way of first fixed charge all stocks, shares, bonds and securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, owned by the Chargor or in which the Chargor has an interest on 28 November 2003 and at any time in the future, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;

5) by way of first fixed charge, all book and other debts, revenues and claims whether actual or contingent, whether arising under contracts or in any other manner whatsoever owned by the Chargor or in which the Chargor has an interest on 28 November 2003 and at any time in the future (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;

6) all contracts or other agreements between the Chargor and its customers from time to time relating to the provision of credit or other finance facilities whether by way of loan, hire purchase, conditional sale, hire, leasing or other credit or loan arrangement whatsoever, whether proprietary, contractual or otherwise under or arising out of or evidenced by such contract or other agreement together with the right to receive repayments and all other payments whatsoever due or to become due under or by virtue of such contracts or agreements or any of them;

7) by way of first fixed charge, the proceeds of collection of all Debts and any and all amounts from time to time standing to the credit of any bank or other account of the Chargor;

8) by way of first fixed charge, all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the right to the refund of any premiums;

9) by way of first fixed charge, the goodwill and uncalled capital of the Chargor; and

10) by way of first fixed charge, all patents, trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, copyrights, computer programmes, know-how and trade secrets and all other industrial or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case owned by the Chargor on 28 November 2003 and at any time in the future.

11) The Chargor charges to the Agent with full title guarantee by way of first floating charge its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to paragraphs 1-10 above or otherwise pursuant to the Supplemental Deed or the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

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binding margin

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

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

NOTE.

The Chargor covenanted that it would not without the prior written consent of the Agent such consent not to be unreasonably withheld or delayed:

- i) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(a) of the Debenture;
- ii) create or attempt to create or permit to subsist in favour of any person other than the Agent any Encumbrance (except a Permitted Encumbrance) on or affecting the Charged Assets or any part thereof; or
- iii) dispose of the Charged Assets or any part thereof or attempt or agree so to do except in the case of:
 - a) stock-in-trade, which may, subject to the other provisions of the Supplemental Deed, be sold at full market value in the usual course of trading and for the purpose of carrying on the Chargor's business; and,
 - b) other Floating Charge Assets which may, subject to the other provisions of the Supplemental Deed, be disposed of in the ordinary course of business.

Definitions:

Additional Borrower means any wholly-owned subsidiary of the Parent which becomes an additional borrower under the Facility Agreement;

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;

Beneficiaries means the Agent, the Banks and any Hedging Bank;

Charging Group means the Parent, any Additional Borrowers and the subsidiaries of the Parent which have entered into any mortgages, charges, assignments, guarantees and other instruments from time to time entered into by way of guarantee and/or security in favour of the Agent in respect of facilities provided under the Finance Documents;

Charged Assets means all the undertaking, goodwill, property, assets and rights of the Chargor described in paragraphs 1-11;

Collateral Instruments means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

Debenture means the composite guarantee and debenture dated 6 December 1996 and made between Blemain Group plc (now known as Jerrold Holdings PLC) and others (1) and The British Linen Bank Limited (2) and as subsequently amended from time to time.

Debts means the assets described in paragraph 5 above;

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

**Please complete
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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;

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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;

Finance Documents means the Facility Agreement and any other document defined as such under the terms of the Facility Agreement;

Floating Charge Assets means, in relation to the Chargor, the assets from time to time charged by the Supplemental Deed by way of floating charge;

Hedging Bank means a Bank which has:

- (a) entered into one or more hedging agreements which comply with the terms of the Security Trust Deed; and
- (b) delivered to the Agent a duly executed deed of accession in the form required by the Security Trust Deed;

Insurances means in relation to the Chargor, all present and future contracts or policies of insurance (including life policies) in which the Chargor from time to time has an interest;

Parent means Blemain Group PLC now known as Jerrold Holdings PLC;

Permitted Encumbrance means an Encumbrance being any of the following, namely:

- i) retention of title arrangements arising in the ordinary course of trading with suppliers of goods to the Parent or its subsidiaries or arising under conditional sale or hiring arrangements in respect of goods supplied to the Parent or its subsidiaries in the ordinary course of trading;
- ii) liens arising in the ordinary course of trading by operation of law and not by way of contract so long as any amounts in respect of which such liens arise are not overdue for payment;
- iii) any Encumbrance created by the Supplemental Deed; and
- iv) any rights of set off created in favour of the relevant Bank in respect of indebtedness detailed in paragraphs (a) or (b) of the definition of Permitted Indebtedness in the Facility Agreement; and

Security Trust Deed means the security trust deed made between The Governor and Company of the Bank of Scotland as agent and arranger (1), Jerrold Holdings PLC and others as existing chargors (2) The Governor and Company of the Bank of Scotland and others as existing banks (3) and The British Linen Bank Limited (4) dated 28 November 2003;

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

Please complete
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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. 04949929

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED SUPPLEMENTAL TO A COMPOSITE GUARANTEE AND DEBENTURE DATED 6 DECEMBER 1996 AND DATED THE 28th NOVEMBER 2003 AND CREATED BY AUCTION FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES OR ANY OF THEM 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 4th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th DECEMBER 2003.

ph



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —