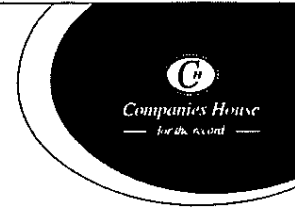


219953 / 13

In accordance with
Section 860 of the
Companies Act 2006.

MG01

Particulars of a mortgage or charge



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT**
You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s.



PMO **PTJCJ0PW***
25/11/2009 34
COMPANIES HOUSE

1	Company details		For official use 13.
Company number	9	0 0 0 5 7	Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Solpro Manufacturing Limited (the "Chargor")		
2	Date of creation of charge		
Date of creation	d 1 d 0	m 1 m 1	y 2 y 0 y 0 y 9
3	Description		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	Debenture dated 10 November 2009 between The Royal Bank of Scotland plc ("RBS") and the Chargor (the "Debenture").		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge.		Continuation page Please use a continuation page if you need to enter more details.
Amount secured	All obligations owing to RBS by the Principal Debtor under or in connection with the Agreement and Precious Metals Transactions, whether present or future, actual, prospective or contingent and all money and liabilities now or hereafter due, owing or incurred by the Chargor to RBS pursuant to the Debenture. "Principal Debtor" means <u>Thessco Limited</u> , a company registered in England (number 1819860) of Royds Mills, Windsor Street, Sheffield S4 7WB, England. "Agreement" means the Precious Metals Lease and Facility Agreement dated on or around the date of the Debenture between the Principal Debtor and RBS for the provision of a precious metals lease and trading facility secured by the Debenture, which incorporate the Standard Provisions. Continues.....		

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Precious Metals Transactions" means all or any Lease Transactions and/or Trading Transactions.</p> <p>"Lease Transaction" means a transaction to lease Metal for the period specified in a Confirmation evidenced by, and more specifically described in such Confirmation.</p> <p>"Confirmation" means the written confirmation of a transaction substantially in the form of Schedule 1 to the Agreement.</p> <p>"Trading Transaction" means a transaction to sell Metal on a spot or forward basis as evidenced by, and more specifically described in, a Trading Confirmation.</p> <p>"Trading Confirmation" means the written confirmation of a Trading Transaction substantially in the form of Schedule 2 to the Agreement.</p> <p>"Metal" means the gold, silver, platinum, palladium or rhodium, or any other metal agreed in writing by the parties from time to time to be available under the terms of the Agreement and described in the Confirmation but additionally includes silver of substantially the same quality and fineness as silver physically delivered by or on behalf of RBS that is in use by the Principal Debtor at its Works but for the purpose of clarification excludes all or any gold, silver, platinum, palladium or rhodium or other metal which is not owned by the the Principal Debtor or RBS.</p> <p>"Standard Provisions" means RBS's Standard Provisions for Precious Metals Lease Facility Version No. V1/005, effective March 2005.</p> <p>"Works" means the Principal Debtor's premises into which Metal is received, stored, processed, made into finished goods and stored as finished goods, specifically (i) Royds Mills, Windsor Street, Sheffield, S4 7WB, (ii) the premises of Thessco B.V. in Holland, (iii) the premises of Thessco Agi-Clal SAS in France or (iv) at such other location as RBS may from time to time agree in writing to be designated as Works.</p>	

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name	The Royal Bank of Scotland plc
Address	155 Bishopsgate London
Postcode	E C 2 M 3 T Z
Name	
Address	
Postcode	

Continuation page
Please use a continuation page if you need to enter more details.

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

The Chargor with full title guarantee:

(a) charges to RBS, by way of first legal mortgage, all the following Properties:

(i) SYK210299 Land and buildings on the east side of Royds Lane, Attercliffe;

(b) charges to RBS, by way of first fixed charge:

(i) all Properties acquired by the Chargor in the future;

(ii) all present and future interests of the Chargor not effectively mortgaged or charged under the aforementioned preceding provisions in or over freehold or leasehold property;

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;

(iv) all licences, consents and authorisations, statutory or otherwise held or required in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them;

(v) all present and future goodwill and uncalled capital for the time being of the Chargor; and

(vi) all Equipment; and

(c) charges to RBS, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to paragraph (a) and paragraph (b) above.

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor or in which the Chargor holds an interest (including (but not limited to) the properties which are briefly described in paragraph (a)(i) above) and Property means any of them.

Continues.....

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>"Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by the Debenture (and references to the Charged Property include references to any part of it).</p> <p>"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions.</p>	

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his: <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.	
Commission allowance or discount	None.	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866). We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9 Signature	Signature Please sign the form here. <hr/> Signature X <i>Reed Smith</i> X <hr/> This form must be signed by a person with an interest in the registration of the charge.	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **RP/GZB 765395.00013**

Company name **Reed Smith LLP**

Address **The Broadgate Tower**

20 Primrose Street

Post town **London**

County/Region

Postcode **E C 2 A 2 R S**

Country **England**

DX

Telephone **0203 116 3000 (doc no. 551057412)**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 900057
CHARGE NO. 13**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
NOVEMBER 2009 AND CREATED BY SOLPRO
MANUFACTURING LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THESSCO LIMITED TO THE ROYAL
BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 25 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 NOVEMBER
2009**

PRO



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**