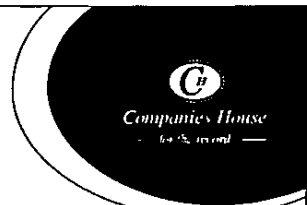


# MG01

## Particulars of a mortgage or charge



222312/13

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 for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please use  
form MG01s

THURSDAY



A41 \*A778ERQR\* 232  
17/02/2011  
COMPANIES HOUSE

### 1 Company details

Company number 9 0 0 0 5 7  
Company name in full Solpro Manufacturing Limited (the "Chargor")

for official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation d 1 d 1 m 0 m 2 y 2 y 0 y 1 y 1

### 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 11 February 2011 between JPMorgan Chase Bank, N A ("JPM") and the Chargor  
(the "Debenture")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations owing to JPM 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 JPM pursuant to the Debenture

"Principal Debtor" means Thessco Limited, 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 10 November 2009 between the Principal Debtor  
and RBS for the provision of a precious metals lease and trading  
facility which incorporate the  
Standard Provisions as novated, amended and restated  
Continues

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

# 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>pursuant to the Deed of Novation and secured by the Debenture</p> <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 JPM 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 JPM</p> <p>"Standard Provisions" means JPM'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 Thescoco Agi-Clal SAS in France or (iv) at such other location as JPM may from time to time agree in writing to be designated as Works</p> <p>"Deed of Novation" means the deed of novation between the Chargor, JPM and RBS dated on or around the date of the Debenture</p> <p>"RBS" means the Royal Bank of Scotland plc</p>	

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Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			
Name	JPMorgan Chase Bank, N A ("JPM")		
Address	125 London Wall, London, England		
Postcode	E C 2 Y 5 A J		
Name			
Address			<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Postcode			
Name			
Address			<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Postcode			
Name			
Address			
Postcode			
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Please give the short particulars of the property mortgaged or charged			
Short particulars	<p>The Chargor with full title guarantee</p> <p>(a) charges to JPM, by way of first legal mortgage, all the following Properties</p> <p>(i) SYK210299 Land and buildings on the east side of Royds Lane, Attercliffe,</p> <p>(b) charges to JPM, by way of first fixed charge</p> <p>(i) all Properties acquired by the Chargor in the future,</p> <p>(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,</p> <p>(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,</p> <p>(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,</p> <p>(v) all present and future goodwill and uncalled capital for the time being of the Chargor, and</p> <p>(vi) all Equipment, and</p> <p>(c) charges to JPM, 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</p> <p>"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</p> <p style="text-align: right;">Continues</p>		

# 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>"Encumbrance" means an interest or power</p> <p>(a) reserved in or over an interest in any asset, including any retention of title, or</p> <p>(b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,</p> <p>by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes any agreement to grant or create any of the above</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> <p>3.2 Automatic conversion of floating charge</p> <p>The floating charge created by the Debenture shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if</p> <p>(a) the Chargor</p> <p>(i) creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of JPM or any trust in favour of another person, or</p> <p>(ii) disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business), or</p> <p>(b) a receiver is appointed over all or any of the Charged Property that is subject to the floating charge, or</p> <p>(c) any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property, or</p> <p>(d) JPM receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Chargor</p>	

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Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	None	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div> <div style="font-family: cursive; font-size: 1.2em;">Reed Smith.</div> <div style="margin-left: 10px;">X</div> </div>	
	This form must be signed by a person with an interest in the registration of the charge	

# MG01

## 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 Robert Parson

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

United Kingdom

DX

Telephone

020 3116 3514



### 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,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 14**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11  
FEBRUARY 2011 AND CREATED BY SOLPRO  
MANUFACTURING LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE PRINCIPAL DEBTOR TO  
JPMORGAN CHASE BANK, N.A. ("JPM") ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE AND  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO JPMORGAN CHASE BANK, N.A. ("JPM") WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 17 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 FEBRUARY  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES