

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

147811/13

Particulars of a mortgage or charge

395

A fee of £13 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

114

Company number

01434286

Name of company

* Jack Spencer (Goldsmiths) Limited ("Company")

Date of creation of the charge

29 November 2007

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

A debenture ("Debenture") dated 29 November 2007 made between (1) the Company and (2) Bank of Scotland plc ("BoS")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time and (whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture ("Secured Liabilities")

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

Bank of Scotland plc, Bank of Scotland Corporate, 7 Leopold Street, Sheffield, South Yorkshire

Postcode S1 2FF

Presenter's name address and
reference (if any)

DLA Piper UK LLP
1 St Paul's Place
Sheffield
S1 2JX

Time critical reference

AXC/73599/120026/16628778 1

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



AMKIMV7M

A08

04/12/2007

160

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 1 The Company with full title guarantee charges to BoS as a continuing security for the payment or discharge of the Secured Liabilities (as defined below)
- 1 1 1 by way of a legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture together with present and future buildings and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
- 1 1 2 by way of fixed charge
- 1 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 1 1 1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
- 1 1 2 2 all present and future interests of the Company in or over land or the proceeds of it and all present and future licences of the Company to enter upon or use land,
- 1 1 2 3 the benefit of all other agreements relating to land which the Company is or may become party or otherwise entitled,

Continued

Particulars as to commission allowance or discount (note 3)

Nil

Signed DLA Piper UK LLP

Date 30 November 2007

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

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 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 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.

Please do not write in this margin

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

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

† delete as appropriate

*01
No Goodwill
95*

Name of company

* Insert full name
of Company

* Jack Spencer (Goldsmiths) Limited ("Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

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

Addendum 4/4

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

- 1 1 2 4 all plant and machinery of the Company now or in the future attached to the property which is charged by the foregoing provisions of this clause 1 1,
- 1 1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to the, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
- 1 1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 1 1 2 5, whether by way of dividend, distribution, interest or otherwise,
- 1 1 2 7 all rights and interest in and claims under all insurance contracts or policies now or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (as defined below) (including all money payable under such contracts and policies),
- 1 1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or insuring to the benefit of the Company (including all money payable under them),
- 1 1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of and any application for such rights,
- 1 1 2 10 the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 1 1 2 9 (above) but owned by others,
- 1 1 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know-how in any part of the world,

Name of company

*insert full name
of Company

* Jack Spencer (Goldsmiths) Limited ("Company")

- 1 1 2 12 all present and future book debts of the Company,
- 1 1 2 13 all other present and future book debts or monetary claims of the Company against third parties (excluding those charged under clause 1 1 2 7 or 1 1 2 8 (above) or arising on fluctuating accounts with other Group Companies),
- 1 1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets (as defined below),
- 1 1 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
- 1 1 2 16 all rights, money or property accruing or payable to the Company now or in the future under or by virtue of a Fixed Charge Asset to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this clause 1 1,
- 1 1 3 by way of floating charge all the Assets not effectively or otherwise mortgaged, charged or assigned by this clause 1 (including, without limitation, any immovable property of the Company in Scotland and any Assets (as defined below) in Scotland falling within any of the types mentioned in clause 1 1 2 above)
- 1 2 The Company with full title guarantee hereby assigns as a continuing security for payment or discharge of the Secured Liabilities in favour of BoS (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)
 - 1 2 1 all the right, title and interest of the Company in and to any interest rate hedging agreements now or in the future entered into with any person, and
 - 1 2 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture
- 1 3 To the extent that any such right, title and interest as is referred to in clause 1 2 is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities (as defined above)

Note 1

The Company (at its own cost) will demand in writing by BoS execute and deliver in such a form as BoS may reasonably require

- (i) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by clause 1 1 1 of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture,
- (ii) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,
- (iii) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under clause 1 1 3 of the Debenture,
- (iv) a chattel mortgage over such chattels, plant and machinery as BoS may specify, and
- (v) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in clause 1 2 of the Debenture, and
- (vi) the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realisation of the Assets (as defined below) or the exercise of any rights of BoS under the Debenture

Name of company

*insert full name
of Company

* Jack Spencer (Goldsmiths) Limited ("Company")

Note 2

The Company will not without the prior written consent of BoS

- (i) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (as defined below) (except in favour of BoS), or
- (ii) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal (as defined below), or
- (iii) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

Note 3

The Debenture will be a continuing security for the Secured Liabilities (as defined above) notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security

Note 4

The Debenture contains a power to appoint a Receiver (as defined below) and/or an administrator

Note 5

The Debenture contains a power of attorney in favour of BoS or any Receiver

Note 6

There is no property specified in the schedule to the Debenture

Definitions:

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 1 1, 1 2 or 1 3 (above) or (with effect from the date of its creation) any security created pursuant to Note 1,

"Group" means Solpro Manufacturing Limited (company number 00900057) and each of its Subsidiaries and "Group Company" shall be construed accordingly,

"Permitted Disposal" means

- (a) the disposal of stock subject only to a floating charge in favour of BoS on an arm's length basis in the ordinary course of trading,
- (b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other assets subject to a fixed charge or security in favour of BoS and any heritable or leased property in Scotland) which are no longer required for the business of any Group Company,
- (c) disposals of assets (other than Fixed Charge Assets, other assets subject to a fixed charge or security in favour of BoS and any heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality,
- (d) disposals of assets if the higher of the sale price and the market value of the assets disposed of (whether by a single transaction or a series of transactions) when taken together with all other disposals in any financial year (other than those under paragraphs (a), (b) or (c) above) made by the Group is not in total more than £100,000,

Company number

01434286

Name of company

*insert full name
of Company

* Jack Spencer (Goldsmiths) Limited ("Company")

- (e) disposals by way of short term leases or licences with a maximum term of five years at rack rents of parts of the property known as Royds Mills, Windsor Street, Sheffield, S4 7WB, not required for the business of the Group, in each case on arm's length terms,
- (f) the Sheffield Homes Letting

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by or pursuant to the Debenture,

"Sheffield Homes Letting" means the lease to Sheffield Homes Limited on the terms substantially set out in the heads of terms agreed between Solpro Manufacturing Limited and Sheffield Homes Limited as disclosed to BoS prior to the date of the Debenture,

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and **"Subsidiaries"** shall mean all or any of them, as appropriate

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 01434286

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th NOVEMBER 2007 AND CREATED BY JACK SPENCER (GOLDSMITHS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th DECEMBER 2007

P. Neel



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES