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CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

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.

Pursuant to section 395 of the Companies Act 1985

635400/13

395

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

For official use

		4
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Company number

5844183

Name of company

* Jones and Shipman Precision Ltd (the Chorgor)

Date of creation of the charge

16 January 2009

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

A security over cash deposit dated 16 January 2009 between the Chorgor and the Lender (as
defined below) (the **Security Deed**)

Amount secured by the mortgage or charge

All present and future liabilities of the Chorgor to the Lender, absolute, contingent or otherwise,
whether or not matured, whether or not liquidated, and whether owed solely or jointly by the Chorgor
to the Lender (the **Secured Liabilities**).

Please return
via

CH London Counter

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

HSBC Bank plc of 8 Canada Square, London (the **Lender**).

Postcode E14 5HQ

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
SJZS/EJL/54318.00153

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

WEDNESDAY



LD3

LBVY6PZ

21/01/2009

COMPANIES HOUSE

36

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed *Denton Wilde Sapte LLP*

Date *21/01/2009*

On behalf of [company] (mortgagee/chargee)[†]

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

* Jones and Shipman Precision Ltd

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

1 Charge

The Chargor charged the Deposit by way of fixed charge.

2 Nature of Security created

The Security created under the Security Deed was created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) in favour of the Lender; and
- (c) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them).

3 Payment of the Deposit

Regardless of the terms on which moneys are credited to an Account, the Deposit will not be or accrue due or payable to the Chargor until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) the Lender is under no obligation to make banking or other facilities available to the Chargor,

and until that time the Chargor shall not request, demand or claim to be entitled to withdraw the Deposit except (without prejudice to the Lender's rights under the Security Deed) as the Lender may in its absolute discretion from time to time permit.

4 Negative pledge

The Chargor has covenanted not to create or permit to subsist any Security over any Account or the Deposit.

This covenant is to remain in force from the date of the Security Deed until the expiry of the Security Period.

5 Definitions

In this Form 395:

Account means each of:

- (a) the United States dollar account of the Chargor with the Lender numbered 400515 69288002 (as that account may from time to time be re-designated or re-numbered);
- (b) the euro account of the Chargor with the Lender numbered 400515 69288469 (as that account may from time to time be re-designated or re-numbered);

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- (c) the sterling account of the Chargor with the Lender numbered 400520 81665138 (as that account may from time to time be re-designated or re-numbered);
- (d) any suspense account referred to in Clause 13.4(b) of the Security Deed (*Appropriations*); and
- (e) any new account opened pursuant to Clause 13.6 of the Security Deed (*New accounts*).

Deposit means the aggregate of all or any of the amounts now or from time to time after the date of the Security Deed deposited by or on behalf of the Chargor to the credit of the Accounts, and all other amounts which at any such time may be standing to the credit of the Accounts, together with any interest accrued or accruing from time to time on any of those amounts and all rights of the Chargor in respect of those amounts or the Accounts.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Period means the period starting on the date of the Security Deed and ending on the date on which the Lender is satisfied that no Secured Liabilities are or may become outstanding.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5844183
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER CASH DEPOSIT
DATED 16 JANUARY 2009 AND CREATED BY JONES AND
SHIPMAN PRECISION LTD FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK
PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 21 JANUARY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JANUARY
2009**



Companies House
— for the record —



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