

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf—Note 5)

For official use

Company number

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

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

3012749

Name of company

\* SPARTANLITE

NOW KIA CROMPTON LIGHTING LTD

\* Insert full name  
of company

Date of creation of the charge

3 FEBRUARY 1995

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

COLLATERAL DEBENTURE

Amount secured by the charge

ALL moneys and liabilities now or at any time or times  
hereafter due or owing or incurred by Viltstyle Limited  
to the chargee as agent and trustee for itself and each of  
3i Group plc and 3i 94 LMBO Plan in any manner whatever

A

E.. Viltstyle limited to  
I.

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

3i plc whose registered office is at 91 Waterloo Road  
London as agent for 3i Group plc and 3i 94 LMBO Plan of  
91 Waterloo Road aforesaid

Postcode

SE1 8XP

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

BOOTH & CO  
Sovereign House  
South Parade  
Leeds LS1 1HQ  
Ref: MAC/DXH

For Official Use  
Mortgage Section

Post Room

Time critical reference

REGISTERED

- 9 FEB 1995

A33 \*AN3H08RY\* 496  
COMPANIES HOUSE 09/02/95

## Short particulars of all the property charged

Please do not  
write in  
this margin

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

### 1. FIXED CHARGES upon:-

- (A) THE company's property described in the attached schedule marked "Schedule A" together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (B) ALL other freehold and leasehold property of the company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- (C) THE company's plant machinery chattels or other equipment described in the attached schedule marked "Schedule B" together with all additions alterations accessories replacements and renewals of component parts thereto and together with the benefit of any obligations and warranties given by any manufacturer or supplier or any other party in respect of the mortgaged property to or in favour of the company and the benefit of all maintenance agreements entered into between the company and any such third party;
- (D) THE goodwill and the uncalled capital of the company both present and future;
- (E) THE book debts and other debts due or owing to the company both present and future.

### 2. FLOATING CHARGES upon:-

- (A) THE stock-in-trade work-in-progress pre-payments investments quoted on a recognised stock exchange and cash of the company both present and future;
- (B) ALL other the undertaking and all other property and assets of the company both present and future;
- (C) ANY property and assets of the company both present and future not charged by way of fixed charge.

NOTE: The company shall not be entitled to create any mortgage or charge upon and no lien shall in any case or in any manner arise on or affect any part of the property or assets charged by the collateral debenture except as specified in writing by the charges.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Booth & Co.*

Date

*8th.*

February 1995

On behalf of ~~company~~ [chargee]†

† 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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

3012749

Name of company

SPARTANLITE

Limited\*

\*delete if  
inappropriate

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

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

SCHEDULE A

1. All that freehold property at Netherfield Road Guiseley West Yorkshire being the property comprised in a transfer dated 3 February 1995 and made between Crompton Parkinson Limited (1) Hawker Siddeley Properties Limited (2) and Spartanlite (3)
2. All that freehold property at Wheatley Hall Road Doncaster South Yorkshire being the property comprised in a transfer dated 3 February 1995 and made between Crompton Parkinson Limited (1) Hawker Siddeley Properties Limited (2) and Spartanlite (3)

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03012749

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COLLATERAL DEBENTURE DATED THE 3rd FEBRUARY 1995 AND CREATED BY CROMPTON LIGHTING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM VILTSTYLE LIMITED TO 3i plc AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF 3i GROUP plc AND 3i 94 LMBO PLAN ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th FEBRUARY 1995.

R. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

*Dx 10/2 Pn*

# M

Please do not  
write in  
this margin

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

XXXX

3012749

Name of company

\*Spartanlite (the "Company") K/w as Crompton Lighting Ltd.

\* Insert full name  
of company

Date of creation of the charge

3 February 1995

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

See Rider A

Gr.

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

The Governor and Company of the Bank of Scotland of St Andrew's

Chambers, 21/22 Park Row, Leeds (the "Bank")

Postcode

LS1 5JF

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

Hammond Suddards  
2 Park Lane  
Leeds  
LS3 1ES

SJD.JPM (m395spartan

Time critical reference

For official use  
Mortgage Section

Post room

REGISTERED

10 FEB 1995



A10 \*AN8F08S8\* 212  
COMPANIES HOUSE 10/02/95



Short particulars of all the property mortgaged or charged

See Rider B

Please do not  
write in  
this margin  
Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

*Hammond Fiddards*

Date

*8 February 1995*

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

† 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.

Rider A

1. All moneys and liabilities which shall for the time being (and whether on or at any time after a demand) be due owing or incurred in whatsoever manner to the Bank by the Company whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and including interest discount commission and other lawful charges or expenses which the Bank may in the course of its business charge.

Rider B

1. By way of legal mortgage all the freehold and leasehold property of the Company vested in it at the date of the Debenture whether or not the title thereto is registered at HM Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose.
2. By way of fixed charge all freehold and leasehold property after the date of the Debenture belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures thereon) and all plant and machinery annexed thereto for whatever purpose.
3. By way of fixed charge all interests not effectively charged as described in paragraphs 1 and 2 above, at or after the date of the Debenture belonging to the Company in or over land or the proceeds of sale of land, all licenses at or after the date of the Debenture held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party otherwise entitled and all trade and tenant's fixtures plant and machinery at or after the date of the Debenture annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged under the Debenture.
4. By way of fixed charge all the goodwill and uncalled capital for the time being of the Company.
5. By way of fixed charge all stocks and shares and other securities at or after the date of the Debenture owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance at or after the date of the Debenture held by or insuring to the benefit of the Company.
6. By way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is or may after the date of the Debenture become entitled and all agreements under which the Company is or may become entitled to the payment of any royalty fee or similar income.
7. By way of fixed charge all book and other debts of the Company existing at or after the date of the Debenture and whether payable or falling due for payment at or after the date of the Debenture and all rights and claims of the Company against third parties existing at or after the date of the Debenture and capable of being satisfied by the payment of money (save as otherwise charged).
8. By way of floating charge all the undertaking property and assets (the "Assets") of the Company whatsoever and wheresoever not hereinbefore effectively charged by way of

TR5

fixed charge but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with such floating charge and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

Note:

1. The Company may not without the previous written consent of the Bank create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Assets subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.
2. The Company must pay into the Company's account with the Bank or as the Bank may direct all monies which it may receive in respect of any policies of insurance or assurance, royalties or book or other debts or other rights and claims charged to the Bank under the Debenture and until such payment the Company shall hold all monies so received upon trust for the Bank and shall not without the prior written consent of the Bank charge, factor, discount or assign any of the said policies, royalties or claims in favour of any other person or purport so to do.
3. The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.
4. The Company may not without the previous written consent of the Bank exercise any statutory or other power of granting or agreeing to grant or accepting or agreeing to accept surrenders of leases or tenancies of the freehold and leasehold property charged by the Debenture or any part thereof.
5. The Company may not without the previous written consent of the Bank part with possession of any property charged by the Debenture or share the occupancy thereof with any other person or persons or surrender or purport to surrender or permit to be forfeited the lease of any leasehold property so charged.
6. The Bank shall be entitled to be paid the proceeds of policies of insurance effected by the Company other than in respect of employers' or public liability.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03012749

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd FEBRUARY 1995 AND CREATED BY CROMPTON LIGHTING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS SPARTANLITE) TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th FEBRUARY 1995.

R. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

2057  
14/2/95

**M**

Please do not  
write in  
this margin

**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

**395**

Pursuant to section 395 of the Companies Act 1985

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

\*insert full name  
of company

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

3012749

Name of company

\*Spartanlite (the "Company") Kin an crompton  
lighting Ltd.

Date of creation of the charge

3 February 1995

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

Charge (the "Charge")

Amount secured by the mortgage or charge

See Rider A

6/6

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

The Governor and Company of the Bank of Scotland of St Andrew's

Chambers, 21/22 Park Row, Leeds

(the "Bank")

Postcode

LS1 5JF

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

Hammond Suddards  
2 Park Lane  
Leeds  
LS3 1ES

For official use  
Mortgage Section

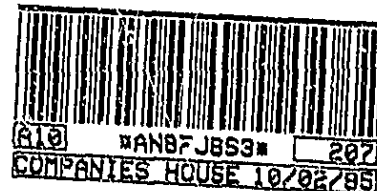
Post room

**REGISTERED**

10 FEB 1995

SJD.JPM (m395spar2)

Time critical reference



See Rider B

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

None

Signed

Date

On behalf of ~~(company)~~ mortgagee/chargee †

† 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.

Rider A

All sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from to time by the Company whether:

- (i) they arise before or after the Bank has demanded that they are repaid or carried out;
- (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
- (iii) the Company owes or is to carry them out on his own or jointly with any other persons;
- (iv) the Company owes or is to carry them out on his own account or as guarantor for other persons;

together with interest upon them and costs, charges and other expenses relating to them.



Rider 3

1. By way of legal mortgage all those freehold land and buildings at Wheatly Hall Road, Doncaster as the same are more particularly described in a transfer dated 3 February 1995 and made between Crompton Parkinson Limited (1) Hawker Siddeley Properties Limited (2) and Spartanlite (3) (the "Property").
2. By way of fixed charge all buildings and other structures on and items fixed to the Property.
3. By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property.
4. By way of fixed charge all plant, machinery and other items affixed to and forming part of the Property or at any time after the date of the Charge.
5. By way of assignment all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreement for lease, leases, underleases, tenancies or licenses to which all or any part of the Property is subject but not any sums payable in respect of the services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses together with the benefit of all rights and remedies of the Company relating thereto.
6. By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge.
7. By way of floating charge all unattached plant, machinery, chattels and goods at or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

Note:

The Company agrees as follows with the Bank:

1. Not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank.
2. Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank.
3. Not, without the prior written consent of the Bank, to make any structural alternation to any buildings or other erections on the Property or to apply for any planning

consent for the development or change of use of the Property, or to do or allow or omit to be done anything which might adversely affect the value of the Property.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 03012749

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 3rd FEBRUARY 1995 AND CREATED BY CROMPTON LIGHTING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS SPARTANLITE) TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 1995.

N. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

HC026B

Post  
15/2/95  
PT.

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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

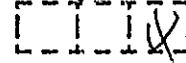
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number



3012749

Name of company

\*Spartanlite (the "Company") *K/LAS Crompton Lighting Ltd.*

\*insert full name  
of company

Date of creation of the charge

3 February 1995

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

Charge (the "Charge")

Amount secured by the mortgage or charge

See Rider A

*b/a.*

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

The Governor and Company of the Bank of Scotland of St Andrew's  
Chambers, 21/22 Park Row, Leeds (the "Bank")

Postcode LS1 5JF

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

Hammond Suddards  
2 Park Lane  
Leeds  
LS3 1ES

SJD.JPM (m395spar2)

Time critical reference

For official use  
Mortgage Section

REGISTERED

10 FEB 1995

Post room



Short particulars of all the property mortgaged or charged

See Rider B

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Hammond Suddards

Date 9 February 1995

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

† 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.

Rider A

All sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from to time by the Company whether:

- (i) they arise before or after the Bank has demanded that they are repaid or carried out;
- (ii) they are owed or to be carried out immediately or only after a stated event has occurred;
- (iii) the Company owes or is to carry them out on his own or jointly with any other persons;
- (iv) the Company owes or is to carry them out on his own account or as guarantor for other persons;

together with interest upon them and costs, charges and other expenses relating to them.

#5

## Rider B

1. By way of legal mortgage all that freehold land on the north east side of Netherfield Road, Guiseley as the same are more particularly described in a transfer dated 3 February 1995 and made between Crompton Parkinson Limited (1) Hawker Siddeley Properties Limited (2) and Spartanlite (3) including for the avoidance of doubt that part of such property as is registered at HM Land Registry with title absolute with number WYK533094 (the "Property").
2. By way of fixed charge all buildings and other structures on and items fixed to the Property.
3. By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property.
4. By way of fixed charge all plant, machinery and other items affixed to and forming part of the Property or at any time after the date of the Charge.
5. By way of assignment all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Company pursuant to the terms of any agreement for lease, leases, underleases, tenancies or licenses to which all or any part of the Property is subject but not any sums payable in respect of the services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses together with the benefit of all rights and remedies of the Company relating thereto.
6. By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under the Charge.
7. By way of floating charge all unattached plant, machinery, chattels and goods at or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

### Note:

The Company agrees as follows with the Bank:

1. Not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank.
2. Not to sell, transfer, lease or otherwise dispose of all or any part of the Property, or agree to do so, whether at law or in equity, without the prior written consent of the Bank.
3. Not, without the prior written consent of the Bank, to make any structural alternation to any buildings or other

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erections on the Property or to apply for any planning consent for the development or change of use of the Property, or to do or allow or omit to be done anything which might adversely affect the value of the Property.



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03012749

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE DATED THE 3rd FEBRUARY 1995 AND CREATED BY CROMPTON LIGHTING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (FORMERLY KNOWN AS SPARTANLITE) TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th FEBRUARY 1995.

R. M. GROVES

for the Registrar of Companies



C O M P A N I E S   H O U S E

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Post  
15/2/95