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CHFP025

COMPANIES FORM No. 395

140311/65

Particulars of a mortgage or charge

395

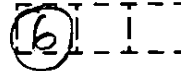
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05309840

Name of company

* Gola International Limited (Chargor)

Date of creation of the charge

24 December 2008

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

Composite Guarantee and Debenture made between the Parent Company (as defined below), the Chargor, the other Charging Subsidiaries (as defined below) and the Chargee (as defined below) (Deed).

Amount secured by the mortgage or charge

All liabilities and obligations owed by any Company to the Chargee whether due, owing or incurred on or after the date of the Deed, and any kind, however arising and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether or not the Chargee was the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges or expenses charged by the Chargee at rates agreed between it and the Company (Secured Liabilities).

In this Form 395 the following terms shall have the following meanings:

Charging Group means the Parent Company and the Charging Subsidiaries and reference to the Charging Group includes a reference to any one or more of the members of the Charging Group severally

Charging Subsidiaries means the Chargor and the companies listed in schedule 1 to the Deed, reproduced as schedule 1 to this Form 395

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

Harvey Jacobson of 1 Ringley Chase, Whitefield, Manchester M45 7LD and Jonathan Bernard Jacobson of 33 Dales Lane, Whitefield, Manchester M45 7WU, as trustees of the Harvey Jacobson 1998 Discretionary Settlement (together the Chargee).

Postcode

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

Addleshaw Goddard LLP
100 Barbirolli Square
Manchester
M2 3AB
55744-7

10-236387-1

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



A10

ATONO640

31/12/2008

330

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1.1 The Chargor with full title guarantee, charged in favour of the Chargee as a continuing security for the payment of the Secured Liabilities:

(a) firstly the freehold and leasehold property of the Company, both at the date of the Deed and at any time thereafter, including but not limited to the interest of the Company in the properties specified in schedule 2 to the Deed, reproduced as schedule 2 to this Form 395, and all buildings and fixtures (including trade fixtures) from time to time on any such property all liens charges, options, agreements, easements, rights and interests over land or the proceeds of dispositions of land, both at the date of the Deed and at any time thereafter, and all plant, machinery, vehicles, computers and other equipment of the Company, both at the date of the Deed and at any time thereafter, and the full benefit of all warranties and contracts relating to the same;

(b) secondly all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise, and all other interests, including but not limited to, loan capital of the Company, both at the date of the Deed and at any time thereafter, in any company, firm, consortium or entity wheresoever situate, including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any

con't...

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)

Nil

Signed *Addershaw Goddard LLP*

Date *30 December 2008*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† 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 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

* Gola International Limited (Chargor)

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)

Company means the members of the Charging Group and includes anyone or more of the same
 Parent Company means Jacobson Group Limited (company number 05893228)

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)

time accruing, offered or arising in respect of the same, whether by way of conversion, redemption, bonus, preference, option, dividend, interest or otherwise (all of which are hereinafter called the Securities);

(c) thirdly all book and other debts, revenues and claims, both at the date of the Deed and at any time thereafter, (including bank deposits and credit balances) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company, and the full benefit of all rights and remedies relating thereto, including but not limited to, any negotiable or non-negotiable instruments, guarantees, indemnities, debentures, legal and equitable charges and other security, reservation of proprietary rights, of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same;

(d) fourthly the uncalled capital, goodwill and all patents, trade marks and service marks, (whether registered or not), brand and trade names, registered designs, design rights, copyrights, computer programs, inventions, confidential information, know-how and all other intellectual or intangible property or rights and all applications for the protection of any of the foregoing in any part of the world, and all licences agreements and ancillary and connected rights and benefits, including all royalties, fees and other income from the same, both at the date of the Deed and at any time thereafter, of the Company;

(e) fifthly all contracts or policies of insurance at the date of the Deed and at any time thereafter, (including life policies), in which the Company on or after the date of the Deed has an interest, and all monies from time to time payable under the Deed including any refund of premiums;

(f) sixthly the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever, both at the date of the Deed and at any time thereafter, including but not limited to the stock-in-trade of the Company wheresoever situated and the heritable property, and the whole of the property, assets and rights in Scotland which is or may be from time to time while the Deed is in force comprised in the property and undertaking of the Company and the Charged Assets First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon contained in the Deed shall for any reason be ineffective as fixed charges).

1.2 The Charged Assets Firstly, Secondly, Thirdly, Fourthly and Fifthly described be first fixed

Name of company

*insert full name
of Company

* Gola International Limited (Chargor)

charges, (and as regards all those parts of the freehold and leasehold property now vested in the Company, shall constitute a charge by way of legal mortgage thereon) and as to the Charged Assets Sixthly described shall be a first floating charge (subject to clause 4.4 of the Deed, reproduced as paragraph 1.3 below). The Chargee may at any time by notice in writing to the Company concerned convert such floating charge into a fixed charge as regards any assets specified in the notice.

1.3 The Chargor covenanted that it will not without the prior consent in writing of the Chargee:

(a) sell, assign, discount, factor, pledge, charge, release, set off, or otherwise dispose of the Charged Assets Thirdly described, or any part thereof, or deal with the same otherwise than in accordance with clause 5.2(a) of the Deed;

(b) create, or attempt to create, or permit to subsist, any mortgage, debenture, charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on, or affect, the Charged Assets, or any part thereof; or

(c) part with possession of, transfer, sell, lease or otherwise dispose of the Charged Assets or any part thereof, or attempt or agree so to do, (except in the case of stock-in-trade charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on its business).

2 Continuing Security

The security shall be a continuing security notwithstanding any settlement of account or other matters whatsoever and is in addition to, and shall not merge with or otherwise prejudice or affect, any contractual or other right or remedy, or any guarantee, indemnity, lien, pledge, bill, note, mortgage, charge or other security (whether created by the deposit of documents or otherwise) on or after the date of the Deed held by or available to the Chargee, and shall not be in any way prejudiced or affected thereby, or by the invalidity thereof, or by the Chargee on or after the date of the Deed dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may on or after the date of the Deed have, or giving time for payment or indulgence or compounding with any other person liable.

In this Form 395 the following term shall have the following meaning:

Charged Assets means the goodwill, undertaking, property, assets, revenues and rights of each Company charged by the Deed

Schedule 1 to Form 395

Gola International Limited (company number 05309840)

The Charging Subsidiaries

Company name	Company Number
D Jacobson & Sons Limited	01647853
Lotus Limited	02041486
Brands Global Limited	02069411

Schedule 2 to Form 395**Gola International Limited (company number 05309840)****Land****Details of Registered Land**

County/District/London Borough	Title Number	Address of Property	Company
Greater Manchester: Oldham	Registered leasehold	Land and buildings on the northwest side of Westhulme Street and land and buildings on the north east side of Sherwood Street	D. Jacobson & Sons Limited
Lancashire: Rossendale	Registered freehold	Land lying to the southwest of Bacup Road, Rawtenstall	D. Jacobson & Sons Limited
Lancashire: Rossendale	Registered freehold	Land lying to the south of Bacup Road, Rawtenstall	D. Jacobson & Sons Limited
Greater Manchester: Bury	Registered leasehold	Land and buildings on the south side of Rochdale Road, Bury	D. Jacobson & Sons Limited
Northamptonshire: Northampton	Registered leasehold	Land and buildings lying to the north of Weedon Road, Northampton	D. Jacobson & Sons Limited



FILE COPY

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

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

**COMPANY NO. 5309840
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 24 DECEMBER 2008 AND CREATED BY
GOLA INTERNATIONAL LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL
OR ANY OF THE COMPANIES NAMED THEREIN TO HARVEY
JACOBSON AND JONATHAN BERNARD JACOBSON AS
TRUSTEES OF THE HARVEY JACOBSON 1998 DISCRETIONARY
SETTLEMENT ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 31 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2009



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —