

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.



710.00

Please do not write in this margin

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

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

For official use

Company number

8

467,731

Name of company

*Insert full name of company

* CHIPPINDALE PLANT LIMITED

Date of creation of the charge

7th MAY 2002

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

DEBENTURE MADE BETWEEN CHIPPINDALE PLANT LIMITED OF THE ONE PART AND THE FINANCE COMPANY (AS DEFINED IN SCHEDULE ONE ATTACHED) OF THE OTHER PART

Amount secured by the mortgage or charge

ALL MONIES AND LIABILITIES NOW OR AT ANY TIME HEREAFTER DUE OWING OR INCURRED TO THE FINANCE COMPANY BY THE COMPANY IN ANY WAY WHATSOEVER

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

SEE SCHEDULE ONE ATTACHED

Postcode

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

HISBC ASSET FINANCE (UK) LTD
SECURITIES, 54 HAGLEY ROAD,
BIRMINGHAM, B16 8PE.
TEL: 0121-450 5768
REF: SEC/CHIPPINDALE.SES
3337/2

For official use
Mortgage section

Post room



BIR
COMPANIES HOUSE

0264
08/05/02

Time critical reference

Short particulars of all the property mortgaged or charged

SEE SCHEDULE TWO ATTACHED

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)

N/A

Signed

Date

8/3/02

On behalf of [company][mortgagee/chargee]*

A fee of £10 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

SCHEDULE ONE REFERRED TO

The Companies named below ("the Finance Company") acting as principal or as agent of any other Company or Companies specified in this schedule and whether such agency is disclosed or undisclosed and includes any of the same.

HSBC EQUIPMENT FINANCE (UK) LIMITED	1503727	54 Hagley Road Birmingham B16 8PE
HSBC ASSET FINANCE (UK) LIMITED	229341	12 Calthorpe Road Edgbaston Birmingham B15 1QZ

7/11/11

SCHEDULE TWO REFERRED TO

- a) By way of legal mortgage all freehold and leasehold land now vested in the Company together with all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon including without limitation the land described or referred to in the First Schedule(s) to the Debenture subject only to the encumbrances (if any) referred to in the Second Schedule(s) of the Debenture;
- b) by way of first fixed charge;
- (i) (save as described above) all the present and future right, title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures and fittings and fixed plant and machinery now or at any time hereafter thereon;
 - (ii) the benefit of all rights, licences, guarantees, rents, deposits, contracts, deeds, undertakings and warranties relating to any land hereinbefore referred to and/or to any trade or business from time to time carried on by the Company;
 - (iii) all chattels now or at any time after the date of the Debenture belonging to the Company (excluding any of the same for the time being forming the part of the stock in trade or work in progress of the Company or which are for the time being otherwise effectively charged by way of legal mortgage or fixed charge under the Debenture);
 - (iv) all book debts and other debts and monetary claims (including without limitation any credit balance on any account of the Company with any bank or other person and any rents, licences, fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated) now or at any time after the date of the Debenture due, owing or incurred to the Company (excluding such debts and claims (if any) as the Finance Companies named in the Debenture may from time to time have agreed in writing with the Company shall not be subject to the fixed charge and excluding also such debts and claims as are charged pursuant to paragraph (v)) together with the full benefit of all guarantees and securities therefor and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts");
 - (v) any credit balance on any account of the Company with the Finance Companies or at any bank;
 - (vi) all goodwill and uncalled capital for the time being of the Company;
 - (vii) all stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including without limitation any subsidiary or subsidiary undertaking of the Company) and all rights to subscribe or convert other securities into or otherwise acquire any such securities now or at any time after the date of the Debenture belonging to the Company together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing (collectively called the "securities");
 - (viii) all letters, patents, trade marks, service marks, designs, utility models, copyright, design rights, applications for registration of any of the foregoing and the right to apply for them in any part of the world, moral rights, inventions, confidential information, know-how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered at the time of the making of the Debenture or at any time thereafter belonging to the Company (collectively called the "intellectual property");
 - (ix) all policies of life insurance or assurance and all rights and claims to which the Company is at the time of the making of the Debenture or at any time thereafter become entitled in relation to the proceeds thereof of any other policies or insurance of any description;
 - (x) all rights and other property to which the Company is at the time of the making of the Debenture or at any time thereafter become entitled as a result of or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;
 - (xi) (save as described above) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including without limitation any finance leases and hire or hire purchase agreements) at the time of the making of the Debenture or at any time thereafter entered into by the Company;
 - (xii) (save as described above) the proceeds of sale of any property hereinbefore referred to.
- c) By way of floating charge all the undertaking of the Company and all its property whatsoever and wheresoever both present

and future (other than any part thereof which is for the time being effectively charged by way of legal mortgage or fixed charge under the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated) but so that the Company shall not except with the prior written consent of the Finance Companies;

- (i) create or purport to create or permit to subsist over all or any of the charged property any mortgage charge, lien, pledge or other security other than the Debenture and the encumbrances (if any) referred to in the Second Schedule to the Debenture; or
- (ii) release, exchange, compound, set-off, grant time or indulgence in respect of or in any other manner deal with all or any of the debts save as expressly provided in the Debenture; or
- (iii) part with, sell or dispose of all or (except in the ordinary course of the Company's business and for the purposes of carrying on the same) any of the charge property for the time being charged only by way of floating charge under the Debenture.

Handwritten signature and initials in the bottom left corner of the page.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00467731

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th MAY 2002 AND CREATED BY CHIPPINDALE PLANT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC EQUIPMENT FINANCE (UK) LIMITED AND HSBC ASSET FINANCE (UK) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th MAY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MAY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

R. Rawn