

M

COMPANIES FORM No. 395

A/C 00400042

395

CHFP000

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

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

	15
--	----

Company number

00502230

Name of company

* insert full name
of Company

* ALVIS BROTHERS LIMITED

Date of creation of the charge

4TH JANUARY 2007

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

DEBENTURE MADE BETWEEN THE COMPANY 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

Presenter's name address and

reference (if any):
MR A LEE
HSBC ASSET FINANCE (UK) LTD &
HSBC EQUIPMENT FINANCE (UK) LTD
SECURITIES, 3RD FLOOR,
EXCHANGE BUILDINGS,
NEW STREET,
BIRMINGHAM, B2 4NQ.
TEL: 0121-252 6477

REF: HAF ALVISBROS AL

Time critical reference
DEB.395. NEW1

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



AIUHFLY1

A02

05/01/2007

398

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

SEE SCHEDULE TWO ATTACHED

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date

4/1/07

On behalf of [company][mortgagee/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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF14 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 ASSET FINANCE (UK) LIMITED
HSBC EQUIPMENT FINANCE (UK) LIMITED

229341
1503727

8 Canada Square
London E14 5HQ

SCHEDULE TWO REFERRED TO

- a) By way of legal mortgage all freehold and leasehold land now vested in the Company together with all buildings, fixtures fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) referred to in Part 2 of the First Schedule of the Debenture;
- b) by way of fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture;
- c) by way of first fixed charge (except as already charged and described above);
 - (i) 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 afterwards on it;
 - (ii) all chattels now or at any time after the date of the Debenture belonging to the Company. This excludes any of them 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;
 - (iii) the benefit of all rights, licences, guarantees, rents, deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Company;
 - (iv) all book debts and other debts and monetary claims and any rents, licence 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. In addition the full benefit of all guarantees and securities for them and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Finance Companies 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) below;
 - (v) any credit balance on any account of the Company with the Finance Companies;
 - (vi) any credit balance on any account of the Company with any bank or other person;
 - (vii) all goodwill and uncalled capital for the time being of the Company;
 - (viii) 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). In addition,
 - (a) 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,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of these (together with any securities mentioned in the Second schedule to the Debenture, collectively called the "securities");
 - (ix) all letters, patents, trade marks, service marks, designs, utility models, copyright, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all of the above (whether registered or unregistered) at the time of the making of the

Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule to the Debenture, collectively called the "intellectual property");

- (x) 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 may at any time afterwards, become entitled in relation to the proceeds thereof of any other policies or insurance of any description (including, without limitation, the insurance mentioned in clause 8(a) to the Debenture);
 - (xi) all rights and other property to which the Company is at the time of the making of the Debenture or may at any time afterwards, 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;
 - (xii) 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 afterwards, entered into by the Company;
 - (xiii) the proceeds of sale of any property mentioned above.
- d) By way of floating charge all the undertaking of the Company and all its property whatsoever and wheresoever both present and future. This will not include any part of the same 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.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00502230

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 4th JANUARY 2007 AND CREATED BY ALVIS BROTHERS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC ASSET FINANCE (UK) LIMITED AND HSBC EQUIPMENT FINANCE (UK) LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2007.

PDm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES