

# M

COMPANIES FORM No. 395

022844/13

## 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

0161

1294120

Name of company

\* ARMSTRONG PUMPS LIMITED

Date of creation of the charge

30 SEPTEMBER 2005

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

DEBENTURE

Amount secured by the mortgage or charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Armstrong Pumps Inc by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not Armstrong Pumps Inc shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Armstrong Pumps Inc may in the course of their business charge or incur in respect of any of those matters, and so that interest shall be computed and compounded according to Armstrong Pumps Inc's usual practice as well after as before any demand made or decree obtained under or in relation to the Debenture.

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

ARMSTRONG PUMPS INC  
93 East Avenue, Buffalo, New York 14120 U.S.A

Postcode

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

Thompson Smith & Puxon  
4 North Hill  
Colchester  
Essex  
CO1 1EB

For official Use (02/00)  
Mortgage Section

Post room



A10  
COMPANIES HOUSE

123  
14/10/2005

Time critical reference

Short particulars of all the property mortgaged or charged

See Continuation Sheet No. 1

Please do not  
write in  
this margin

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

01  
95

Particulars as to commission allowance or discount (note 3)

NONE

Signed

*[Signature]*

Date

12<sup>th</sup> October 2005

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

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

† delete as  
appropriate

CHFP025

# 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

1294120

Name of Company

ARMSTRONG PUMPS LIMITED

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*

With full title guarantee, subject to sub-clause 2.2 of the Debenture, the Company charges to Armstrong Pumps Inc (the "Mortgagee") as a continuing security for the payment or discharge of the Secured Liabilities:-

1. by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;
2. by way of fixed charge:-
  - 2.1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 2.1.1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
  - 2.2 all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences 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 or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
  - 2.3 all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture and all the Company's other present and future chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress);
  - 2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
  - 2.5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or inuring to the Company's benefit and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
  - 2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which the Company may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
  - 2.7 all the Company's goodwill and uncalled capital for the time being;
  - 2.8 all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 2.1.2.5 of the Debenture);
  - 2.9 all the Company's present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
3. by way of floating charge all the Assets not otherwise effectively mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 2.1.2 ).
4. The Company with full title guarantee assigns in the Mortgagees favour (subject to the Company's right to redeem such assignment upon payment or discharge in full of the Secured Liabilities):
  - 4.1 all the Company's right, title and interest in and to any interest rate hedging agreements entered into by any person; and,
  - 4.2 (insofar as they are capable of being assigned by way of security) all the Company's right, title and interest in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.
5. The Company will not without the Mortgagees' previous written consent:-
  - 5.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of the Company's Assets or seek or permit to increase the amounts secured by the Prior Charges; or
  - 5.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of the Company's Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or
  - 5.3 in any way dispose of the equity of redemption of any Asset or any interest in any Asset.

"**Assets**" shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

"**Prior Charges**" means a Debenture dated 21 May 2002 made between the Company and S A Armstrong Limited, a Debenture dated 2 February 2004 made between the Company and Barclays Bank plc;

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01294120

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th SEPTEMBER 2005 AND CREATED BY ARMSTRONG PUMPS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ARMSTRONG PUMPS INC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th OCTOBER 2005.

*P. Dwyer*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES