

179694/13

# MG01

## Particulars of a mortgage or charge



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LASERFORM

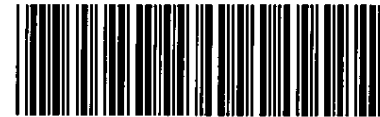
### A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s

TUESDAY



A27 \*A7ZO6HD4\* 48  
09/02/2010  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 7 3 9 2 0 2

Company name in full Rotadyne (UK) Limited (the "Initial Obligor")

2 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation / 29 01 2010

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

24  
Description Composite Guarantee and Debenture made between the Initial Obligor (1)  
and the UK Security Trustee (2) (the "Debenture")

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies, obligations and liabilities (whether  
present or future, actual or contingent) to be  
paid, performed or discharged on the part of each  
Obligor, whether directly or indirectly, under,  
pursuant to or in connection with any of the Loan  
Documents together with all reasonable and properly  
incurred Expenses

(the "Secured Obligations").

**Continuation page**  
Please use a continuation page if  
you need to enter more details

MG01

Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**  
Please use a continuation page if you need to enter more details

Name	PNC Bank, National Association (successor to National City Bank)
Address	One North Franklin, Suite 2000, Locator C-L01-20 Chicago, Illinois 60606, in its capacity as trustee for the Beneficiaries (the "UK Security Trustee")
Postcode	
Name	
Address	
Postcode	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**  
Please use a continuation page if you need to enter more details

Short particulars

**1 Charging Provisions**

**1 1 Specific Charges**

Each Obligor with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations charged to the UK Security Trustee (in each case as trustee for and on behalf of each of the Beneficiaries)

- (a) by way of legal mortgage the property set opposite its name in Part 1 of Schedule 1 attached to this Form MG01,
- (b) by way of equitable mortgage its Property, other than the property or properties specified in Part 1 of Schedule 1 attached to this Form MG01 and set opposite its name,
- (c) by way of specific charge and agreed to mortgage to the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) its Investments,
- (d) by way of specific charge its Intellectual Property, its Licences and all deeds and documents from time to time relating to its Charged Assets,
- (e) by way of specific charge its goodwill (including, without limitation, all brand names) and its uncalled capital both present and future,
- (f) by way of specific charge all its rights, title and interest in and to its Policies and to the proceeds thereof,
- (g) by way of specific charge all such Obligor's fixed plant, machinery and equipment from time to time in or on its Property (and not comprised in its Property) (including the plant, machinery and equipment specified in Schedule 5 (if any)) attached to this Form MG01 and the benefit of all such Obligor's rights and claims against any Person in respect of the design, construction, repair or replacement of the same,

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

(h) by way of specific charge all its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other Person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any Person under or in respect of such contract and any money now or at any time after the date of the Debenture standing to the credit of any other present and future account of any Obligor with a bank or financial institution, and

(i) by way of specific charge all its rights, title and interest in and to each Receivables Account maintained by it and any monies from time to time standing to the credit of any such account

#### 2 1 Floating Charge

Each Obligor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations charged to the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) by way of floating charge its undertaking and all its property, assets and rights of any kind, both present and future and including its Debts (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of specific charge under the provisions of clauses 2 1(a) to 2 1(i) inclusive of the Debenture or assigned by way of security under the provisions of clause 2 3 of the Debenture) The floating charge created by the Debenture is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986

#### 2 2 Assignments by way of Security

Each Obligor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations assigned and agreed to assign by way of security to the UK Security Trustee (in each case as trustee for and on behalf of each of the Beneficiaries)

(a) its rights, title and interest in and to the proceeds of any Policies, and

(b) its interest in each agreement listed in Part 2 of Schedule 1 attached to this Form MG01 and the benefit of any guarantee or security for the performance of such agreements, provided that if any such agreement, guarantee or security is expressed to be non-assignable then such Obligor charged its interest in it to the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) by way of fixed charge

#### 2 3 Tacking

(a) The security constituted by the Debenture secures present and further advances

(b) Each Lender, by the UK Security Trustee's execution of the Debenture, covenanted to make further advances subject to and in accordance with the terms of the Agreement

#### 3 Covenants

The covenants set out in clauses 10 1 6 (other than 10 1 6(c)) 10 1 8, 10 1 10, 10 4 (but so as to exclude ERISA from applicable laws), 10 5, 10 8 and 10 14 of the Agreement are each given by each Obligor to the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) in respect of itself and its Charged Assets (to the extent applicable) Each Obligor further covenants with the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) as follows

#### 3 1 Property Covenants

Each Obligor covenants with the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) that it will

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) **Creation of other interests** (save as permitted under the terms of the Agreement) not create or permit to arise or subsist any licence, interest or right to occupy in favour of, or share possession of its Property with, any third party and not exercise the powers of leasing and accepting surrenders of leases contained in sections 99 and 100 of the Act (whether in respect of any lease under which it holds its Property or any lease superior thereto or derivative therefrom),

#### 3 2 Other Covenants

Each Obligor covenants with the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) that it will

- (a) **Value of the security** not knowingly do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security constituted or intended to be constituted by the Debenture, and
- (b) **Dealings with Charged Assets** except as permitted under the Agreement, not amend, vary, supplement, replace, release, novate, waive, surrender, determine, discharge, rescind or avoid any of its Charged Assets nor compound, grant any time or other indulgence or otherwise deal with any of its Charged Assets nor purport to do so (save, in the case of assets of such Obligor charged by the Debenture by way of floating charge only, in the ordinary course of its operations)

#### 3 3 Insurance Covenants

- (a) Each Obligor covenants with the UK Security Trustee (as trustee for and on behalf of each of the Beneficiaries) that it will at its own expense comply with all obligations as to insurance imposed by the terms of any lease, agreement for lease, tenancy or other binding contract comprised in and/or affecting any of its Charged Assets or under which such Obligor derives its title or interest to any relevant Charged Asset and, subject to the foregoing and so far as not inconsistent with the said terms, such Obligor shall

- (1) not make, do, consent or agree to any act or omission which would or might render any Policy in which it is interested invalid, void, voidable or unenforceable or render any proceeds of any Policy irrecoverable whether in whole or in part, and not alter the terms of any Policy or allow any Policy to lapse

#### 4 Negative Pledge

Each Obligor agrees that it will not, save as permitted under the Agreement or the Debenture or with the prior written consent of the UK Security Trustee

- (a) **Encumbrances** create or permit to subsist any Encumbrance on or over its Charged Assets or any interest therein, or
- (b) **Disposals** sell, transfer, assign, lease out, lend or otherwise dispose of (whether outright, by a sale and repurchase or sale and leaseback arrangement or otherwise), or grant any rights (whether of pre-emption or otherwise) over its Charged Assets or any interest therein nor enter into any agreement to do any of the same (except a disposition in the ordinary course of its operations in the case of assets of such Obligor charged by the Debenture by way of floating charge only)

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Definitions

**Account Notice** unless otherwise agreed by the UK Security Trustee, a notice substantially in the form set out in Schedule 6 of the Debenture,

**Agreement** the credit agreement dated 16 August 2007 made between Rotation Dynamics Corporation (1), Wood Graphics Inc (2), Advanced Graphics Technologies Inc (3), Katahdin Partners, L P (4) together as Borrowers, the Lenders named therein (5) and PNC Ban, National Association (successor to National City Bank) as Agent, Swing Line Lender, L/C Issuer, Arranger and Sole Book Runner (6) (as amended, restated, supplemented or otherwise modified from time to time),

**Appointee** an Administrator or Receiver, as the case may be,

**Beneficiaries** means the Agent, the Lenders and the Arranger (all as defined in the Agreement) together with the UK Security Trustee and "Beneficiary" means any one of them,

**Charged Assets** in relation to each Obligor, all of its assets as may at any time be the subject of the security constituted or intended to be constituted by the Debenture,

**Credit Party** has the meaning given to it in the Agreement,

**Debts** in relation to each Obligor, all book debts and other monetary debts and claims, choses in action and other rights and benefits (including, without limitation, any sums owed by banks or similar institutions) both present and future (including, in each such case, the proceeds thereof and all damages and dividends in relation thereto) due or owing to such Obligor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, reservation of proprietary rights and rights of tracing),

**Derivative Assets** all assets deriving from any of the Securities owned by any Obligor including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Securities and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof,

**Encumbrance** any mortgage, charge, assignment by way of security, pledge, Lien, hypothecation, right of set-off, reservation of title arrangement, preferential right (save as arising under the general law for the protection of certain classes of creditors) or any trust, flawed asset or other arrangement for the purpose of and having a similar effect to the granting of security, or other security interest of any kind,

**Event of Default** has the meaning given to it in clause 12.1 of the Agreement,

**Expenses** all banking, legal and other costs, charges, expenses and/or liabilities (including any VAT thereon) paid or, if earlier, incurred by or on behalf of any Beneficiary or any Appointee in each case on a full indemnity basis in connection with the protection, preservation or enforcement of its rights under the Loan Documents,

**Intellectual Property** in relation to each Obligor, all patents, patent applications, trade marks, trade names, service marks, service mark applications, registered designs, copyrights, other protectable rights and assets, know-how, trade secrets and other confidential information and all related licences and connected rights at any time belonging to or held by it or any of its nominees,

**Investments** in relation to each Obligor, its Securities and the Derivative Assets relating to such Securities;

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### Particulars of a mortgage or charge

#### 6 Short particulars of all the property mortgaged or charged

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##### Short particulars

**Lender** has the meaning given to it in the Agreement,

**Licences** in relation to each Obligor, all licences, consents and authorisations (statutory or otherwise) at any time held or acquired by it or held by any of its nominees, in connection with any business carried on by such Obligor or the use of any of the Charged Assets of such Obligor,

**Lien** has the meaning given to it in the Agreement,

**Loan Documents** has the meaning given to it in the Agreement,

**Notice of Assignment** each notice of assignment in form and substance reasonably satisfactory to the UK Security Trustee required by the UK Security Trustee to be served (or delivered to it) by an Obligor pursuant to this Debenture including (without limitation) those in the form set out in Part A1 or B1 of Schedule 3 of the Debenture,

**Obligors** the Initial Obligor and any other Person which becomes a party to the Debenture pursuant to a Supplemental Deed,

**Policies** in relation to each Obligor, the policies of insurance in which it is interested details of which are set out in Schedule 2 (if any) of the Debenture and set opposite its name and any other policies of insurance in which it may at any time have an interest,

**Property** in relation to each Obligor, all its freehold and leasehold properties and other real property both present and future (including the property or properties specified in Part 1 of Schedule 1 attached to this Form MG01 and set opposite its name) including all buildings and other structures erected thereon and all fixtures,

**Receivables Account** the account specified in Schedule 1, Part 3 attached to this Form MG01 or such other account as notified from time to time and any separate and denominated account as may be maintained by any of the Obligors with a bank (other than any Beneficiary) in accordance with the provisions of clause 6 3(a)(iii) of the Debenture,

**Securities** in relation to each Obligor, all shares, stocks, debentures, debenture stock, bonds and securities of any kind owned by it (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) of such Obligor both present and future in any company, firm, consortium or entity wherever situate including those details of which appear in Schedule 4 of the Debenture and set opposite its name,

**Supplemental Deed** a deed supplemental to the Debenture executed by a company in form and substance reasonably satisfactory to the UK Security Trustee by which that company becomes bound by this Debenture as an Obligor, and

**VAT** value added tax or any similar tax substituted therefor

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 1

#### Property, agreement(s) and account(s)

#### Part 1

#### (Property)

- 1 Saxon House  
Henson Way, Telford Way Industrial Estate  
Kettering, Northamptonshire NN16 8PX, England
  - 2 Unit 2 and 3 Linnell Way  
Kettering, Northamptonshire NN16 8PS, England
  - 3 Yellow Unit, First West Business Centre  
Telford Way/Linnell Way  
Kettering, Northamptonshire, England
- The Property above is leased by the Initial Obligor

#### Part 2

#### (Agreement(s))

None

#### Part 3

#### (Account(s))

Account number 50802670 maintained by the Initial Obligor with Barclays Bank PLC

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## Particulars of a mortgage or charge

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Short particulars

#### SCHEDULE 2

#### Policies

Obligor	Insurer	Policy No	Date of Policy	Life Assured	Sum Assured	Duration of Cover
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[none]



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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

SCHEDULE 5

(Plant, Machinery and Equipment)

See attached

**Kettering Roll Group**  
**Depreciation Expense [Depreciation]**  
**GAAP**  
**For the Period January 1, 2009 to August 31, 2009**

Asset ID	Placed In service	Depr Meth/Conv	Life Yr Mo	Book Cost	Depr & AFYD This Period	YEAR TO DATE					
						Beginning Accum Depr	Current Depr & AFYD	Net Sec 179/Sec 179A	Net Additions Deletions	Ending Accum Depr	
Class: COMP											
Roll 31000017	RS6000 COMPUTER SYS										
	01/01/1999	SL100FM	5 0	21,844	0	21,844	0	0	0	21,844	
Roll 31000032	RR HB COMPUTERS										
	01/01/2000	SL100FM	3 0	2,820	0	2,820	0	0	0	2,620	
Roll 31000051	Intel Zoon Server										
	06/01/2005	SL100FM	3 0	5,095	0	5,095	0	0	0	5,095	
Roll 31000052	Computer/Network Equipment - US Paid										
	03/01/2006	SL100FM	3 0	12,843	714	12,130	714	0	0	12,843	
Roll 31000053	7 Think Center PCs										
	02/01/2006	SL100FM	10 0	6,937	402	2,023	462	0	0	2,488	
Roll 31000054	Cabling Phones/Computers										
	02/01/2006	SL100FM	10 0	11,819	788	3,447	788	0	0	4,235	
Subtotal: COMP (6)				61,158	1,964	47,169	1,964	0	0	49,123	
Class: F&F											
Roll 31000014	OFFICE FURNITURE										
	12/01/1998	SL100FM	10 0	2,388	0	2,388	0	0	0	2,388	
Roll 31000016	MERIDIAN TELE SYSTEM										
	05/01/1996	SL100FM	10 0	5,724	0	5,724	0	0	0	5,724	
Roll 31000031	Phone System										
	02/01/2008	SL100FM	10 0	4,699	313	1,371	313	0	0	1,684	
Subtotal: F&F (3)				12,811	313	9,483	313	0	0	9,796	
Class: LSMP											
Roll 31000055	Leasehold Improvements - cabling lighting										
	02/01/2006	SL100FM	5 0	42,128	5,817	24,575	5,817	0	0	30,192	
Roll 31000056	Office renovation Floors Stairs - Lighting										
	02/01/2006	SL100FM	5 0	10,009	1,335	5,839	1,335	0	0	7,173	
Subtotal: LSMP (2)				52,137	6,952	30,413	6,952	0	0	37,365	
Class: M&E											
Roll 31000009	HYDROVANE 66PU COMP										
	10/01/1998	SL100FM	7 0	1,000	0	1,000	0	0	0	1,000	
Roll 31000011	PYTHON CRANE 15 TON										
	10/01/1998	SL100FM	7 0	16,000	0	16,000	0	0	0	16,000	
Roll 31000012	AUTOCLAVES										
	10/01/1998	SL100FM	7 0	4,000	0	4,000	0	0	0	4,000	
Roll 31000018	AIR CONTROL EQUIP										
	08/01/1999	SL100FM	10 0	832	49	783	49	0	0	832	
Roll 31000019	HIGH SPEED GRINDER										
	08/01/1999	SL100FM	10 0	86,792	5,063	81,729	5,063	0	0	86,792	
Roll 31000021	AUTOMATIC POLISHER										
	09/30/1993	SL100FM	10 0	22,111	0	22,111	0	0	0	22,111	
Roll 31000024	STOCK PREP MACHINE										
	09/30/1993	SL100FM	10 0	8,159	0	8,159	0	0	0	8,159	
Roll 31000025	60" BUFFER										
	09/30/1993	SL100FM	10 0	737	0	737	0	0	0	737	
Roll 31000026	AIR COMPRESSOR										
	09/30/1993	SL100FM	10 0	13,842	0	13,842	0	0	0	13,842	
Roll 31000027	MISC TOOLING										
	04/01/1994	SL100FM	5 0	1,516	0	1,516	0	0	0	1,516	
Roll 31000029	LASERMIKE WITH TABLE										
	01/01/1996	SL100FM	10 0	15,780	0	15,780	0	0	0	15,780	
Roll 31000031	HOGGER TRIMMER										
	02/01/2000	SL100FM	10 0	40,831	2,669	35,894	2,669	0	0	38,363	

Asset ID	Placed in service	Depr Meth/Conv	Life Yr Mo	Book Cost	Depr & AFYD This Period	YEAR TO DATE					Ending Accum Depr
						Beginning Accum Depr	Current Depr & AFYD	Net Sec 179/Sec 179A	Net Additions/Deletions		
Class: M&E											
Roll 31000034	REMCO ROLL BUILDER										
	08/30/1993 SL100FM		10 0	39,633	0	39,633	0	0	0	0	39,633
Roll 31000035	DUST COLLECTOR										
	06/01/1999 SL100FM		10 0	995	41	954	41	0	0	0	995
Roll 31000036	INVERTER FOR LATHE										
	06/01/2001 SL100FM		5 0	1,450	0	1,450	0	0	0	0	1,450
Roll 31000037	INSTALL REMCO										
	08/01/2001 SL100FM		5 0	1,743	0	1,743	0	0	0	0	1,743
Roll 31000038	INSTALL LIGHTING BIR										
	03/01/2001 SL100FM		5 0	2,331	0	2,331	0	0	0	0	2,331
Roll 31000039	CONVERT AUTOCLAVE										
	06/01/2003 SL100FM		5 0	6,042	0	6,042	0	0	0	0	6,042
Roll 31000041	REMCO EXTRUDER REPAIR										
	08/01/2003 SL100FM		5 0	12,488	0	12,488	0	0	0	0	12,488
Roll 31000044	ALPHA GRINDER-FROM CORPORATE										
	03/31/2004 SL100FM		3 0	2,601	0	2,601	0	0	0	0	2,601
Roll 31000045	GRINDING HEAD-FROM CORPORATE										
	03/01/2004 SL100FM		3 0	4,003	0	4,003	0	0	0	0	4,003
Roll 31000046	RIGGING-WHEN SENT TO CORP										
	03/01/2004 SL100FM		3 0	1,736	0	1,736	0	0	0	0	1,736
Roll 31000047	INSTALLATION ALPHA AND SPINDLE-WHEN SENT TO CORP										
	03/01/2004 SL100FM		3 0	5,052	0	5,052	0	0	0	0	5,052
Roll 31000048	RACKING										
	05/01/1999 RV100FM		10 0	2,998	100	2,898	100	0	0	0	2,998
Roll 31000049	Autoclave-Transferred from Dunkirk										
	06/01/2004 SL100FM		3 0	11,265	0	11,265	0	0	0	0	11,265
Roll 31000050	Dust Collection System-Transferred from Dunkirk										
	06/01/2004 SL100FM		3 0	4,811	0	4,811	0	0	0	0	4,811
Roll 31000057	Air Pipe Install - Remco/Grinder										
	02/01/2006 SL100FM		10 0	4,740	316	1,383	316	0	0	0	1,699
Roll 31000058	Boiler										
	02/01/2006 SL100FM		10 0	3,227	215	941	215	0	0	0	1,156
Roll 31000059	New Bridge Cranes										
	02/01/2006 SL100FM		10 0	34,495	2,300	10,081	2,300	0	0	0	12,381
Roll 31000060	Dust Collectors										
	02/01/2006 SL100FM		10 0	15,005	1,000	4,376	1,000	0	0	0	5,377
Subtotal: M&E (30)				365,415	11,753	315,120	11,753	0	0	0	326,872
Grand Total				491,521	20,981	402,175	20,981	0	0	0	423,156

Note: There may be differences due to rounding

PMD Kettering  
Depreciation Expense [Depreciation]  
GAAP  
For the Period January 1, 2009 to August 31, 2009

Asset ID	Placed in service	Depr Meth/Conv	Life Yr Mo	Book Cost	Depr & AFYD This Period	Beginning Accum Depr	YEAR TO DATE				Ending Accum Depr
							Current Depr & AFYD	Net Sec 179/Sec 179A	Net Additions/Deletions		
Class. F&F											
PMD 33000012	OFFICE FURNITURE										
	12/01/1998	SL100FM	10 0	2,862	0	2,862	0	0	0	0	2,862
Subtotal: F&F (1)				2,862	0	2,862	0	0	0	0	2,862
Class. M&E											
PMD 33000001	COLCH MAST 1400 LATH										
	10/01/1998	SL100FM	7 0	45,000	0	45,000	0	0	0	0	45,000
PMD 33000002	COLCH TRIUMPH LATHE										
	10/01/1998	SL100FM	7 0	3,000	0	3,000	0	0	0	0	3,000
PMD 33000003	ASYAH JOW MILL MACH										
	10/01/1998	SL100FM	7 0	1,000	0	1,000	0	0	0	0	1,000
PMD 33000004	COLCH MASCOT LATHE										
	10/01/1998	SL100FM	7 0	6,000	0	6,000	0	0	0	0	6,000
PMD 33000006	ABUS CRANE 2 TON										
	10/01/1998	SL100FM	7 0	16,000	0	16,000	0	0	0	0	16,000
PMD 33000007	SCHENCK BALANCE AMF										
	10/01/1998	SL100FM	7 0	20,000	0	20,000	0	0	0	0	20,000
PMD 33000008	WELDING EQUIPMENT										
	10/01/1998	SL100FM	7 0	1,000	0	1,000	0	0	0	0	1,000
PMD 33000009	H ERNAULT 8948 LATHE										
	10/01/1998	SL100FM	7 0	5,000	0	5,000	0	0	0	0	5,000
PMD 33000010	HERRERT DRILL										
	10/01/1998	SL100FM	7 0	2,000	0	2,000	0	0	0	0	2,000
PMD 33000011	READ OUT X SIX LATHE										
	10/01/1998	SL100FM	7 0	6,000	0	6,000	0	0	0	0	6,000
PMD 33000013	YANG LATHE										
	10/01/1998	SL100FM	10 0	61,000	0	61,000	0	0	0	0	61,000
PMD 33000014	STRAIGHT PRES & PUMP										
	12/01/2000	SL100FM	5 0	3,796	0	3,796	0	0	0	0	3,796
PMD 33000015	BANDSAW										
	12/01/2000	SL100FM	5 0	2,650	0	2,650	0	0	0	0	2,650
PMD 33000016	CNC CHUCK										
	05/01/2003	SL100FM	5 0	2,091	0	2,091	0	0	0	0	2,091
PMD 33000017	Upgrade Balancing Machine										
	06/01/2005	SL100FM	5 0	4,810	655	3,519	655	0	0	0	4,173
PMD 33000018	Wooden Racks										
	02/01/2006	SL100FM	10 0	4,500	300	1,313	300	0	0	0	1,613
PMD 33000019	AMF EXTRUDER W/3" SCREW (W EXTRA BARRELL)										
	12/01/2008	SL100FM	10 0	17,500	1,099	1,158	1,099	0	0	0	2,257
Subtotal: M&E (17)				201,447	2,053	180,527	2,053	0	0	0	182,580
Grand Total				204,309	2,053	183,389	2,053	0	0	0	184,442

Note: There may be differences due to rounding

MG01

Particulars of a mortgage or charge

**7** Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

**8** Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

**9** Signature

Please sign the form here

Signature

Signature

X *Taylor Wessing LLP* X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name UPWG

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 2739202  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURES DATED 29 JANUARY 2010 AND CREATED BY  
ROTADYNE (U.K.) LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM EACH OBLIGOR ON ANY  
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 FEBRUARY  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 FEBRUARY  
2010



*Companies House*  
— for the record —

*DX  
RO*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES