

# M

# 403a

Please do not  
write in  
this margin

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

\* Insert full name  
of company

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

00961050

Name of company

\* THE ALUMINIUM POWDER COMPANY LIMITED

1, David Jonathan Elliott Beare

of 3 Tay Close, Dronfield Woodhouse, Dronfield S18 8ZS

† Delete as appropriate

‡ Insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ The date of registration may be confirmed from the certificate

✶ Insert brief details of property

[a director] ~~XXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ † of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been paid or satisfied in (full) ~~(part)~~ †

Date and Description of charge ‡ 19/07/2004 Debenture

Date of Registration § 20/07/2004

Name and address of [chargee] ~~XXXXXXXXXXXXXXXXXXXX~~ HSBC Bank Plc  
8 Canada Square, London E14 5HQ

Short particulars of property charged a  
Please see appendix

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at Essexham

**Declarant to sign below**

Recorded at: St. John's, England

Day      Month      Year

on 1 6 0 1 2 0 0 9

before me

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths~~

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

DLA Piper UK LLP  
1 St. Paul's Place  
Sheffield  
S1 2JX

For official use  
Mortgage section

Post room

TUESDAY



\*A1B7N6OR

A10

20/01/2009

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COMPANIES HOUSE

## Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

## Appendix

Legal Mortgage on all freehold and leasehold land now vested in the Company together with all building 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) mentioned in Part 2 of the First Schedule to the Debenture; and

First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture; and

First Fixed Charge on

- (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, fittings and fixed plant and machinery now or at any time afterwards on it.
- (ii) All chattels now or at any time afterwards belonging to the Company. This excludes any of them for the time being forming 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 by this Debenture.
- (iii) The benefit of all rights, licences, guarantees, rent 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, licences fees or other payments due from any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to 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 Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below.
- (v) Any credit balance on any account of the Company with the Bank.
- (vi) Any credit balance on any account of the Company with any bank (other than the 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 including of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, and 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 below, collectively called the "**securities**").
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, 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 or any of the above (whether registered or unregistered) nor at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below, collectively called the "**intellectual property**").
- (x) All policies of life insurance or assurance and all rights and claims to which the Company is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8 (a) below).

- \* \* \* \*
- (xi) All rights and other property to which the Company is now, 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 or any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company.
  - (xiii) The proceeds of sale of any property mentioned above.

Floating Charge on 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 by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.