

# 395

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SATURDAY



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17/03/2007

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Short particulars of all the property mortgaged or charged

1. As security for the payment and discharge of the Customer Obligations and all other sums of money and liabilities owed under the Mortgage, with full title guarantee the Company has:
- 1.1 charged the Property to the Bank by way of legal mortgage.
  - 1.2 assigned to the Bank the Related Rights.
  - 1.3 assigned to the Bank the goodwill belonging to the Company of all businesses from time to time carried on at the Property with the benefit of all Permits which the Company may hold in connection with such businesses.
  - 1.4 charged to the Bank:
    - 1.4.1 by way of fixed charge the equipment and goods (if any) listed in Box E of the Mortgage and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property; and

(Please see Addendum 4/4)

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)

Nil

Signed

*Hammonds*

Date 16 March 2007

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

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

Notes

† delete as appropriate

- 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

Name of company

\*insert full name  
of Company

\* Lambert Engineering Limited (the "Company")

## Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1.4.2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the Property.

2 The Bank may at any time by written notice to the Company convert the floating charge over any assets specified in the notice into a fixed charge.

Definitions

**"Costs"** means banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the Bank's rights or the receiver's rights under the Mortgage, calculated as agreed between the Bank and the Company, or if there is no agreement, in accordance with the Bank's current practice from time to time

**"Customer Obligations"** means any sum of money or any liability which the Company may now or at any time in the future owe to the Bank including:

- i) sums and liabilities owed individually or jointly with others;
- ii) sums and liabilities owed as guarantor, indemnifier or security giver for any other person;
- iii) sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank;
- iv) sums and liabilities owed to another person, the rights to which have been transferred to the Bank;
- v) sums and liabilities owed on current or any other account;

and also including Interest and Costs.

**"Encumbrance"** means any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind.

**"Interest"** means interest at the applicable rate or rates the Bank agrees with the Company from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Company for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Company in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Bank and the Company, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank.

Name of company

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**"Lease"** means any lease, tenancy or agreement for lease.

**"Permit"** means any permit mentioned in paragraph 5.1.7 of the Mortgage.

**"Property"** means (i) Units 12, 13 and 14 Station Road Industrial Estate, Tadcaster, LS24 9SG (Title Number NYK246109) and (where Box E of the Mortgage is completed) the assets described in Box E of the Mortgage and includes any interest the Company may have in such property and all or any part or parts of such property (ii) the goodwill assigned to the Bank by Clause 1.3 of the Mortgage (and set out in paragraph 1.3 above) and (iii) the assets charged to the Bank by Clause 1.4 of the Mortgage (and set out in paragraph 1.4 above).

**"Related Rights"** means (i) any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new Lease of the Property (ii) any proceeds of sale, letting or other disposition of the Property (iii) any guarantees, insurances or compensation monies relating to the Property or any Permit (iv) any share or membership rights in a residents' association or management company relating to the Property, and (v) any other benefit or right of any kind relating to the Property, its use, construction or title

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01089426

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 15th MARCH 2007 AND CREATED BY LAMBERT ENGINEERING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC (T/A YORKSHIRE BANK) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st MARCH 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES