

## Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

**To the Registrar of Companies**

For official use

**Company number**

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

Name of company

THE BATH STONE COMPANY LIMITED

use a full name  
of company

**Date of creation of the charge**

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

### Single Debenture

Amount secured by the mortgage or charge

All money and liabilities whether certain or contingent which then were or at any time thereafter might be due owing or incurred by the Company to the Bank or for which the Company might be or become liable to the Bank on any current or other account or in any manner whatever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with interest to the date of payment commission banking charges and any legal or other costs charges and expenses incurred by the Bank in relation to the Debenture or in enforcing the security thereby created.

HYDRES BANK PLC  
LONDON

**SECRET**

*(Faint handwritten notes or bleed-through from the reverse side of the page)*

# THE FUTURE

1970

19.  $\frac{1}{2} \times \frac{1}{3} = \frac{1}{6}$

1890

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

~~Lloyds Bank Plc~~

~~71 Lombard Street~~

London.

Postcard

~~FC2P-3BS~~

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

RETURN TO:-  
SEVERNSIDE COMPANY SERVICES  
21/27 CITY ROAD,  
CARDIFF  
C/O PUBLIC SEARCH COUNTER

### Time critical reference

**For official Use**

### Mortgage Section

30 JUN 1994

Post roof

HOUSE

Here correct  
date in the  
ending notation

First - The freehold and leasehold property (if any) of the Company both present and future including (without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule to the Debenture and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all vendor's liens mortgages charges options agreements and rights titles and interests (whether legal or equitable) in or over land of whatever description both present and future.

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

Secondly - All book debts both present and future due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) negotiable instruments legal and equitable charges reservation or proprietary rights rights of tracing and unpaid vendors liens and similar and associated rights.

Thirdly - All other monetary debts and claims (including without limitation deposits and credit balances held by third parties from time to time) both present and future (including things in action which give rise may give rise to a debt or debts) due or owing to the Company and the benefit of all rights relating thereto including (without prejudice to the generality of the foregoing) such rights as aforesaid and all copyrights patents trademarks inventions design rights knowhow and other intellectual property rights and the benefit of any pending applications for the same and all benefits deriving therefrom including but not limited to royalties fees profit sharing agreements and income arising therefrom now or at any time hereafter belonging to the Company.

(See continuation sheet)

Particulars as to commission, allowance or discount (note 3)

NIL

Signed

Date

On behalf of [company][mortgagee/chargee]†

Lloyds Bank Plc

† 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.
- 1 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed

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

Fourthly - (i) All stocks and shares and other interests including (without prejudice to the generality the foregoing) loan capital indebtedness or liabilities on any account or in any manner owing to the Company both present and future of the Company in (and from) any company which then was or might thereafter become a subsidiary (as defined in Section 736 of the Companies Act 1985 or any statutory modification or re-enactment thereof) of the Company; and

(ii) the full benefit of all stocks shares and securities which or the certificates of which were then or might at any time thereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees; and

(iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property (i) to (iii) Fourthly described being hereinafter called "the Securities"); and

(iv) all stocks shares rights moneys or property accruing or offered at any time by way of conversion redemption bonus preference option or otherwise to or in respect of any of the Securities including all dividends interest and other income payable in connection therewith (all of which Charged Property (i) to (iv) Fourthly described are hereinafter called "Interests in Securities"); and

Fifthly - The goodwill and the uncalled capital of the Company both present and future.

Sixthly - The undertaking and all property and assets of the Company both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First Secondly Thirdly Fourthly and Fifthly described (if and in so far as the charges thereon or on any part or parts thereof therein contained should for any reason be ineffective as fixed charges). The charges created by the Debenture are as regards the Charged Property First Fourthly and Fifthly described fixed first charges (and as regards all those parts of the Charged Property First described then vested in the Company constitute a charge by way of legal mortgage thereon) and as regards all Charged Property secondly and Thirdly described shall constitute first fixed mortgages by assignment subject to re-assignment on redemption and as to the Charged Property Sixthly described the charge so created is a floating charge. The Company may not without the consent in writing of the Bank:

(i) sell assign discount factor charge or otherwise dispose of the Charged Property Secondly or Thirdly described or any part thereof save in accordance with Clause 9(d) of the Debenture set out below or deal with the same in any way otherwise than in accordance with the said sub-clause.

(ii) create or allow to subsist any specific or other mortgage debenture or charge or lien (save a lien arising by operation of law in the ordinary course of business) upon the Charged Property ranking either in priority to or paripassu with any charge thereby created.

(iii) transfer sell or otherwise dispose of the whole or any material part of the Charged Property Sixthly described except by way of sale at full value in the usual course of trading as transacted at the date of the Debenture. By Clause 9(d) of the Debenture the Company covenanted that it would pay into its account or accounts with the Bank all moneys which it might receive in respect of the book and other debts and claims mortgaged. (by way of assignment) or charged by it or in respect of the Interests in Securities..

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01577556

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SINGLE DEBENTURE DATED THE 13th JUNE 1994 AND CREATED BY BATH STONE COMPANY LIMITED(THE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th JUNE 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 1994.

A handwritten signature in cursive script, appearing to read 'R. M. Groves'.

R. M. GROVES

for the Registrar of Companies



M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

395  
m24c

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

To the Registrar of Companies

For official use

Company number

1577556

1577556

Name of company

\* THE BATH STONE COMPANY LIMITED

\* insert full name  
of company

Date of creation of the charge

13 & June 1994

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

ALL MONIES AND LIABILITIES NOW  
DUE OR WHICH MAY BECOME DUE  
FROM THE COMPANY TO LLOYDS BANK  
PLC.  
  
See

Names and addresses of mortgagees or persons entitled to the charge

LLOYDS BANK PLC  
DEPT 9  
PO BOX 130  
101 HIGH STREET  
POOLE  
DORSET BH15 1YE

Postcode

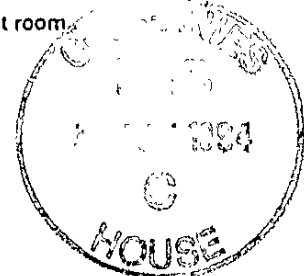
1/7  
Presenter's name address and  
reference (if any):

RETURN TO:-  
SEVERNSIDE COMPANY SERVICES  
21/27 CITY ROAD  
CARDIFF  
C/O PUBLIC SEARCH COUNTY

For official Use  
Mortgage Section

30 JUN 1994

Post room



Time critical reference

CO 395  
SHAW & SONS,  
2 Bath House Road  
Croydon CR0 4TT  
01 A 4943

Short particulars of all the property mortgaged or charged

<p>(A) By way of legal mortgage the <del>freehold/leasehold</del> property known as or being <b>STONE HILL FINE, LIMLEY STONE, NR. BATH.</b></p> <p>including the entirety of the property comprised in</p> <p>together with all buildings and fixtures thereon.</p>	<p>(B) By way of floating charge all moveable plant, machinery, implements, utensils, furniture, goods and equipment now or from time to time placed on or used in or about the above property.</p> <p>(C) By way of assignment the goodwill of the business (if any) carried on by the Company at the above premises.</p> <p>(D) By way of assignment the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the mortgaged premises.</p> <p>(E) By way of fixed charge such share or shares in any residents' or management company connected with the mortgaged premises and all rights, benefits and advantages at any time arising in respect of the same.</p> <p>(F) By way of assignment the right to receive and the full benefit of all rentals payable to the Company by any tenant (present or future) of the mortgaged premises.</p> <p>NB: The Company is not permitted without the written consent of the Bank to create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the prior mortgages referred to in the legal charge) over all or any part of the assets, rights and properties thereby mortgaged, charged or assigned to the Bank.</p>
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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 *[Signature]* Date 13<sup>th</sup> June 1981

On behalf of [company][mortgagee/chargee]†

† delete as appropriate

Notes

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  - (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.

FILE COPY



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GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JULY 1994.

R. M. GROVES

for the Registrar of Companies



COMPANIES HOUSE

Public Copy  
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