

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

4

2534737

Name of company

Granstates Limited

Date of creation of the charge

16 October 1998

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

LEGAL CHARGE

Amount secured by the mortgage or charge

Please see Continuation Sheet

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

Woolwich Plc

Corporate Headquarters, Watling Street

Bexleyheath, Kent

Postcode

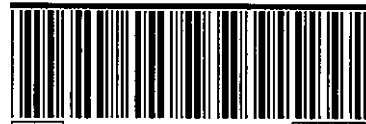
DA6 7RR

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

Kaufman Kramer Shebson  
21 Dorset Square  
London NW1 6QW  
DX 41716  
MARYLEBONE 2  
Ref:

For official use  
Mortgage section

Post room



A16 \*AW4UAANB\* 607  
COMPANIES HOUSE 22/10/98

Time critical reference

Short particulars of all the property mortgaged or charged

Please see Continuation Sheet

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  KAUFMAN KRAMER SHEPSON

Date 20 October 1998

On behalf of [company] [mortgagee/chargee]\*

\*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.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

# Particulars of a mortgage or charge (continued)

Please do not write in  
this margin

Continuation sheet No 1  
to Form No 395

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

Company number

2534737

Name of company

\* Granstates Limited

Limited \*

\*Delete if  
inappropriate

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

## Amount Secured by the mortgage or charge

"The Secured Liabilities" which means:

- (a) all monies, obligations and liabilities from time to time due, owing or incurred by the Mortgagor to the Company under the terms of this Legal Charge or any Offer of Advance or on any account whatsoever, and whether actual or contingent in each case whether alone or jointly with any other person or body and in whatever style name or form and whether as principal or surety together with interest thereon at the Interest Rate to the date of repayment (whether before or after any demand made or judgment obtained) together with commission, banking, legal and other costs charges and expenses (on a full indemnity basis); and
- (b) all losses, costs, charges and expenses however incurred by the Company in relation to any Offer of Advance or this Legal Charge and any security from time to time held by the Society for any liabilities of the Mortgagor; and
- (c) all losses, costs, charges and expenses incurred by the Company or the Receiver in connection with the exercise by the Company or the Receiver of any powers conferred by this Legal Charge by statute or which they or either of them shall incur in connection with the recovery or attempted recovery of the Secured Liabilities or the preservation or attempted preservation of this or any other security held by the Company for any liabilities of the Mortgagor to the Society; and
- (d) all costs and expenses incurred by the Company in connection with any claims or proceedings brought by the Mortgagor or any third party or taken by the Company against the Mortgagor and/or any third party in connection with the validity of this Legal Charge or the exercise of any right remedy or power of the Company, whether conferred by this Legal Charge or otherwise; and
- (e) interest at the Interest Rate on all such monies, charges, obligations and liabilities and all such costs and expenses.

In this form and it's continuation sheets, except to the extent that the context requires otherwise:-

"Mortgagor" means	Granstates Limited
"Company" means	Woolwich Plc
"Offer of Advance" means	an offer (if any) by the Company to provide loan or other facilities to the Mortgagor.
"Interest Rate" means	the Interest rate as set out in an Offer of Advance and (where the context so requires or permits) the meaning contained in Clause 5 of the Legal Charge.
"The Receiver" means	any receiver or receivers appointed by the Company under the Legal Charge.

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Form No 395

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

Company number

2534737

Name of company

Bramley Limited

Limited \*

\*Delete if  
inappropriate

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

## Short particulars of the property mortgaged or charged

- (i) By way of legal mortgage all the Mortgagor's right title and interest in 4 Dunstable Road and 81 Cardigan Street, Luton
- (ii) By way of assignment to Woolwich Plc the good will (if any) of the Business.
- (iii) By way of assignment (so far as it is capable of so doing) to Woolwich Plc the benefit of all licences, authorisations, permissions and registrations relating to the Property or the business.
- (iv) By way of floating charge all moveable plant, machinery, implements, building materials, utensils, furniture and equipment now or from time to time located at the Property or used in connection with the Business, in each case to the extent that where such items belong to the Mortgagor.
- (v) By way of fixed charge all the rents and other income and all other monetary debts and claims (including things in action which give rise or may give rise to a debt or debts)(the "Rents") now or hereafter due or owing to the Mortgagor under or in connection with any lease, tenancy, licence or other agreement to which the Property or any part thereof is now or at any time be subject and the full benefit of all rights and remedies of the Mortgagor relating thereto.

In this form and its continuation sheets, except to the extent that the context requires otherwise:-

"Property" means 4 Dunstable Road and 81 Cardigan Street, Luton

"The Business" means the business (if any) carried on by the Mortgagor from or at the Property.

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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. 02534737

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 16th OCTOBER 1998 AND CREATED BY GRANTSTATES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WOOLWICH PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd OCTOBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd OCTOBER 1998.

A handwritten signature in cursive script, reading "P. Davies".

PHIL DAVIES

for the Registrar of Companies



C O M P A N I E S   H O U S E

DX  
23/10  
R