

# M

CHFP004

COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

160552/13.  
**395**

Please do not  
write in  
this margin

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

\*Insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

14

Company number

3196642

Name of company

\* East Midlands Instrument Company Limited (the Company)

Date of creation of the charge

24 day of June 2005

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

Legal Mortgage

Amount secured by the mortgage or charge

Any sum of money or any liability which the Company may now or at any time in the future owe to the Bank including sums and liabilities: (1) owed individually or jointly with others; (2) owed as guarantor, indemnifier or security given for any other person; (3) 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; (4) owed to another person, the rights to which have been transferred to the Bank; and (5) owed on current or any other account; together with all interest and costs.

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

Clydesdale Bank Plc

30 St Vincent Place

Glasgow

Postcode

GL 2HL

Presenter's name and address and  
reference (if any): Walker Morris Solicitors  
Kings Court, 12 King Street, Leeds, LS1 2HL

Our Ref: JMG/VSB/YOU.38.8

Time critical reference

For official Use  
Mortgage Section

Post room



A08  
COMPANIES HOUSE

0567  
05/07/05

Short particulars of all the property mortgaged or charged

- 1 By way of legal mortgage the registered land at Laughton Lane, Morton, Gainsborough, Lincolnshire, DN21 3ET, title number LL131830, including any interest the Company may have in the property and all or any part or parts of such property (the Property).
  - 2 by way of assignment any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have any lease, tenancy or agreement for lease of the Property; any proceeds of sale, letting or other disposition of the Property; any guarantees, insurances or compensations monies relating to the Property or any Permit; any share or membership rights in a residents' association or management company relating to the Property; and any other benefit or right of any kind relating to the Property, its use, construction or title (the Related Rights).
- Permit includes at any time, any authorisation, permit, registration, certificate or licence of any kind which is in force, whether under the Licensing Acts or the Registered Homes Act 1984 or any other legislation, the Company must take all necessary steps to secure the renewal or continuation of any Permit and not do or allow to happen anything which might affect this (the Permit).
- 3 by way of assignment all 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 you may hold in connection with such businesses;
  - 4 by way of fixed charge the equipment and goods (if any) listed in Box E of the legal mortgage and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property; and
  - 5 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.

Please do not write in this margin

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

(continued on Continuation Sheet)

Particulars as to commission allowance or discount (note 3)

For Clydesdale Bank plc

Signed Walker Morris

Date

1 June 2005

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

A fee of £10 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.

Notes

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

The Legal Mortgage contains covenants by the Company with the Bank:-

- (a) not to create or allow any Encumbrance (including any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind) on the Property;
- (b) not without obtaining prior written consent of the Bank, grant or agree to grant any Lease (including any lease, tenancy or agreement for lease) or licence in respect of the Property or part with or share possession or occupation of the Property or grant or agree to grant any legal or equitable right or interest of any kind over the Property;
- (c) not to accept or agree to accept from any tenant or licensee any surrender of any Lease or licence of the Property;
- (d) not to waive or vary the terms of any Lease or licence of the Property;
- (e) Not without obtaining prior written consent of the Bank, dispose of the Property, or where the Property comprises any Lease or licence, surrender or agree to surrender it.

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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. 03196642

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 24th JUNE 2005 AND CREATED BY EAST MIDLANDS INSTRUMENT COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JULY 2005.

P DMW



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES