

# 'M 395

COMPANIES FORM No. 395

057652 / 13

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## Particulars of a mortgage or charge

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 5)

For official Use

Company Number

04756637

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

Name of company

Greenmeadow Springs 2 Limited

\*insert full name  
of company

Date of creation of the charge (note 1)

21 June 2005

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

Legal Charge

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out by the Company to the Bank at any time and from time to time whether:  
(a) they arise before or after the Bank has demanded that they are repaid or carried out; or  
(b) they are owed or to be carried out immediately or only after a stated event has occurred; or  
(c) the Company owes or is to carry them out on the Company's own or jointly with any other person or as guarantor for any other person  
together with interest, costs and expenses due from the Company to the Bank.  
("the Secured Liabilities")

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

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and  
having their Head Office at Bank of Scotland, 2<sup>nd</sup> Floor, Citymark, 150 Fountainbridge,  
Edinburgh

Postcode: EH3 9PE

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

Morgan Cole, Solicitors  
Bradley Court, Park Place, Cardiff  
CF10 3DP  
Ref: RWE/421164.153  
Tele: 029 2038 5385

Time critical reference  
docs\2002 12 30 gbu form 395

For official use  
Mortgage section

Post room



A30  
COMPANIES HOUSE

0306  
24/06/05

**Short particulars of all the property mortgaged or charged**

The property and assets of the Company specified in the attached Schedule which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

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

*Morgan Cole*  
MORGAN COLE SOLICITORS

Date

23/6/2005

On behalf of mortgagee

**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.
5. The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF14 3UZ

Particulars of a mortgage or charge

Name of Company: Greenmeadow Springs 2 Limited

Number of Company: 04756637

**SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS**

**contained in a Legal Charge in favour of Bank of Scotland dated 21 June 2005**

**Charges**

Under clause 2 of the Legal Charge the Company charges with full title guarantee as security for the Secured Liabilities: -

1. by way of legal mortgage all that leasehold property known as Unit 4 Greenmeadow Springs Business Park, Coryton, Cardiff as registered at H.M. Land Registry under Title Number(s) (WA565676) ("the Property");
2. by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
3. by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
4. by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Legal Charge;
5. by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Company together with the benefit of all the Company's rights and remedies relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities;
6. by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property; and
7. by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

### **Restriction on charges and disposals**

The Company may not without the prior written consent of the Bank: -

1. grant any conveyance, transfer or assignment of the Property or any part of it;
2. create or permit to exist any security in favour of any person other than the Bank by way of a fixed or floating charge or lien over the Property or any part of it; or
3. let or agree to let the Property, or any part of it, whether under the powers given by Sections 99 and 100 of the Law of Property Act 1925 or otherwise.

### **Control of moneys received**

All moneys payable under any insurance policy in respect of the Property must be paid to the Bank and, at the Bank's option, will be used either:

- (a) to repair and reinstate the Property; or
- (b) in repaying the Secured Liabilities;

and in the meantime will be paid into such of the Company's accounts with the Bank as the Bank may require.

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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. 04756637

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 21st JUNE 2005 AND CREATED BY GREENMEADOW SPRINGS 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 24th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2005.

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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —