

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

To the Registrar of Companies
(Address overleaf)

For official use

Company

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

Name of company

*LEW-WAYS LIMITED ("the Company")

* Insert full name
of company

Date of creation of the charge

30 March 2000

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

DEBENTURE ("the Charge")

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction, including interest, discount, commission and other lawful charges or expenses which the Chargee may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or decree obtained under the Charge ("the Secured Liabilities").

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

The Governor and Company of the Bank of Scotland

The Mound, Edinburgh ("BoS")

Postcode

EH1 1YZ

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

Dundas & Wilson CS
Saltire Court
20 Castle Terrace
EDINBURGH EH1 2EN
SAB/GWH/DJB011.0013

For official Use
Mortgage Section

Post room

A10
COMPANIES HOUSE0562
07/04/00

Time critical reference

RBS
012567
£10

Short particulars of all the property mortgaged or charged

See Paper Apart

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

Nil

Signed



Date 6th APRIL 2022

On behalf of [company] [chargee]*

*
delete as
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

This is the Paper Apart applicable to the foregoing Companies Form 395 in respect of a debenture by Lew-Ways Limited ("the Company") in favour of the Governor and Company of the Bank of Scotland.

1 The Company charges to BoS as a continuing security and with full title guarantee for the payment or discharge of the Secured Liabilities:-

1.1 by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule to the Charge, a copy of which is annexed as relative hereto) now vested in it whether or not the title to the property is registered at H.M. Land Registry together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

1.2 by way of fixed charge:-

1.2.1 all future freehold and leasehold property belonging to the Company together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

1.2.2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Charge;

1.2.3 all the Company's goodwill and uncalled capital for the time being;

1.2.4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them, all rights and interests in and claims under all policies of insurance and assurance held or to be held by or inuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

1.2.5 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

- 1.2.6 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2.4 of the Charge the terms of which are set out at 1.2.4 above);
 - 1.2.7 all present and future plant and machinery not otherwise charged under Clause 3 of the Charge (the terms of which are set out in this Paper Apart) and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress); and
 - 1.2.8 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
- 1.3 by way of floating charge all the Assets not effectively otherwise charged by Clause 3 of the Charge, including (without limitation) any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in sub-clause 3.1.2 of the Charge, but so that the Company is prohibited from creating any fixed security or mortgage or any other floating charge over the Assets having priority over or ranking pari passu with the floating charge created by Clause 3.1.3. of the Charge the terms of which are set out in this paragraph 1.3 (otherwise than in favour of BoS) and the Company will have no power without the consent of BoS to part with or dispose of any part of those Assets except by way of sale in the ordinary course of its business.



•
DEFINITIONS applicable to the foregoing Companies Form 395 in respect of a Debenture by Lew-Ways Limited in favour of the Governor and Company of the Bank of Scotland.

Assets shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

The expression **BoS** will include persons deriving title from BoS

→

18.13 Clause headings are for ease of reference only and are not to affect the interpretation of this Debenture.

19. **Governing Law**

This Debenture will be governed by and construed according to English law.

20. **Counterparts**

This Debenture may be executed in any number of copies which when taken together shall form a single agreement.

IN WITNESS whereof this Debenture has been executed by the Company as a deed and signed on behalf of BoS this 30 day of March 2000

The Schedule

County and District (or London Borough)	Title No.(s) (if registered land)	Address or Description

Executed and Delivered as a deed by the Company
(pursuant to a resolution of its Board of Directors)
acting by:-

Director 

Director/Secretary 

Signed on behalf of BoS by:-

.....

The address for service on BoS in the case of any registered land is:-Bank of Scotland Legal Services, 2 Castle Terrace, Edinburgh, EH1 2YA

1

18.13 Clause headings are for ease of reference only and are not to affect the interpretation of this Debenture.

19. **Governing Law**

This Debenture will be governed by and construed according to English law.

20. **Counterparts**

This Debenture may be executed in any number of copies which when taken together shall form a single agreement.

IN WITNESS whereof this Debenture has been executed by the Company as a deed and signed on behalf of BoS this 30 day of March 2000

The Schedule

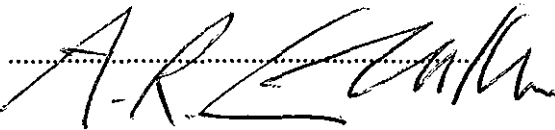
County and District (or London Borough)	Title No.(s) (if registered land)	Address or Description

Executed and Delivered as a deed by the Company
(pursuant to a resolution of its Board of Directors)
acting by:-

Director

Director/Secretary

Signed on behalf of BoS by:-



The address for service on BoS in the case of any registered land is:-Bank of Scotland Legal Services, 2 Castle Terrace, Edinburgh, EH1 2YA

7

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03611954

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th MARCH 2000 AND CREATED BY LEW-WAYS 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 7th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

2 Jan



C O M P A N I E S H O U S E