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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.

Pursuant to section 395 of the Companies Act 1985



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CHFP025

To the Registrar of Companies

For official use

Company Number

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

*Insert full name of
company

6

862896

Name of company

GEOLOGISTICS EXPO SERVICES LIMITED (the "Chargor")

Date of creation of the charge

31 March 2000

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

Guarantee and Debenture dated 31 March 2000 between the Chargor and Burdale Financial Limited (the "Deed").

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Chargor to Burdale except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 "Secured Liabilities".

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

BURDALE FINANCIAL LIMITED ("Burdale") of 53 Queen Anne Street, London, W1M 0HP

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

Theodore Goddard
150 Aldersgate Street
London EC1A 4EJ
N803/10384.306
Ref: (ALD5: 181992)

For official use

Mortgage Section

Post room



LD7
COMPANIES HOUSE

L29K4PLS

0399
12/04/00

Time critical reference

1. FIXED SECURITY

1.1 Creation

Each Chargor, as security for the payment and performance of the Secured Liabilities and in the manner specified in Clause 1.3 below:

- (a) charged in favour of Burdale by way of a first legal mortgage all the property (if any) at the date of the Deed belonging to it and specified in Schedule 2 to the Deed and all other interests in any freehold or leasehold property at the date of the Deed or in the future belonging to it; and
- (b) charged in favour of Burdale by way of a first fixed charge:
 - (i) (to the extent that they are not within paragraph 1.1(a)) all interests in any freehold or leasehold property at the date of the Deed or in the

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Theodore Goddard

Date

11/04/00

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.
- 5 Cheques and Postal Orders are made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410
(Scot)

CHFP025

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Company Number

862896

* delete if
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Name of Company

GEOLOGISTICS EXPO SERVICES LIMITED (the "Chargor")

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

Please complete
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future belonging to it;

- (ii) all of its rights and benefit under any agreement relating to the acquisition of the Mortgaged Property by it or for it and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property;
 - (iii) all Equipment and its interest in any such Equipment in its possession at the date of the Deed or in the future and in all Fixtures;
 - (iv) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (v) all moneys standing to the credit of any account (including the Charged Accounts and notwithstanding that the existence of such an account may be in breach of the Deed) with any person and the debts represented by them including, without limitation, the Blocked Amounts and the Other Amounts;
 - (vi) its goodwill and its uncalled capital;
 - (vii) its Book Debts, both uncollected and collected, the proceeds of the same and all moneys otherwise due and owing to such Chargor;
 - (viii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1.1(b)(vii);
 - (ix) its rights under any hedging arrangements;
 - (x) any of its beneficial interest, claim or entitlement in any pension fund;
 - (xi) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
 - (xii) its Intellectual Property;
 - (xiii) all of its rights, title and interest and benefit in the Unassignable Receivables;
- (c) mortgaged and charged and agreed to mortgage and charge to Burdale all Group Shares held at the date of the Deed or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
- (d) mortgaged and charged and agreed to mortgage and charge to Burdale all the Related Rights accruing to all or any of the Group Shares held at the date of the Deed or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410
(Scot)

CHFP025

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Company Number

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Name of Company

GEOLOGISTICS EXPO SERVICES LIMITED (the "Chargor")

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

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1.2 Assignments

Each Chargor, in the manner specified in Clause 1.3 below, assigned to Burdale by way of security for the payment and performance of the Secured Liabilities all of its right, title and interest (if any) in and to:

- (a) all rental income and any guarantee of any rental income contained in or relating to any lease or other occupational arrangements affecting the Mortgaged Property;
- (b) the Insurances;
- (c) the Assignable Receivables.

1.3 Title Guarantee

- (a) Every disposition effected by the Deed is made with full title guarantee.
- (b) The other terms of the Deed do not limit or extend any of the covenants implied by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 but create separate and independent obligations having effect cumulatively with those implied covenants.

2. FLOATING CHARGE

Each Chargor as security for the payment of the Secured Liabilities and in the manner specified in Clause 1.3 above charged in favour of Burdale by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 1 above.

3. RESTRICTIONS ON DEALINGS

In the Deed the Chargor undertook to Burdale that it shall not:

- (i) create or permit to subsist any Encumbrance of whatsoever nature on any Security Asset other than a Permitted Encumbrance or as created by the Deed; or
- (ii) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.1 of the Deed and except as provided for under the Facility Agreement.

4. DEFINITIONS

In this Form 395 the following words have the following meanings:

"Account Banks" is defined in the Facility Agreement.

"Assignable Receivables" means all Receivables which are not Unassignable Receivables or Purchased Receivables.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410
(Scot)

CHFP025

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Company Number

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Name of Company

GEOLOGISTICS EXPO SERVICES LIMITED (the "Chargor")

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

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Blocked Accounts" is defined in the Facility Agreement.

"Book Debts" means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

"Charged Accounts" means the Blocked Accounts and the Other Accounts.

"Equipment" means all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by any Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

"Facility Agreement" means the facility agreement dated on or about the date of the Deed between Burdale and the Company.

"Fixtures" means all fixtures and fittings (including those of trade) and fixed plant and machinery on the Mortgaged Property.

"Group Shares" means all shares specified in Schedule 4 to the Deed or, when used in relation to a particular Chargor, such of those shares as are specified against its name in Schedule 4 to the Deed, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor from time to time.

"Insurances" means all contracts and policies of insurance taken out by or for a Chargor or in which any Chargor has an interest (to the extent of that interest) including, without limitation, the credit insurance policies specified in Schedule 5 to the Deed.

"Intellectual Property" means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410
(Scot)

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Company Number

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Name of Company

GEOLOGISTICS EXPO SERVICES LIMITED (the "Chargor")

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

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and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing.

"Know-how" means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by any Chargor and relating to its business, which is not in the public domain.

"Mortgaged Property" means any freehold or leasehold property (including the Premises) the subject of the security created by the Deed.

"Other Accounts" means the bank accounts of the Chargors specified in Schedule 9 of the Deed and/or such other bank accounts of the Chargors with Account Banks as Burdale may permit.

"Permitted Encumbrance" means any encumbrance which any Chargor is permitted to create or maintain under the terms of the Facility Agreement.

"Purchased Receivables" is defined in the Facility Agreement.

"Receivable" is defined in the Facility Agreement.

"Related Rights" means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Deed on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

"Security Assets" means all assets of the Chargors the subject of any security created by this Deed (and includes the Mortgaged Property).

"Unassignable Receivables" means any Receivables which are or become unassignable or assignable only with the prior consent of the relevant Account Debtor (where such consent has not been obtained) and which are not Purchased Receivables.

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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. 00862896

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 31st MARCH 2000 AND CREATED BY GEOLOGISTICS EXPO SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BURDALE FINANCIAL LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 2000.

[Handwritten signature]



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



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES