

COMPANIES FORM No. 395 **573699/110**
Particulars of a mortgage or charge

395

Please do not
write in
this margin

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

CHFP025

To the Registrar of Companies
For official use

Company Number

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

*Insert full name of
company

6

00970239

Name of company

TransBus International Limited (the **Chargor**)

Date of creation of the charge

16 December 2003

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

Guarantee and Debenture (the **Deed**) made between (1) the **Chargor** and (2) The Royal Bank of Scotland plc as agent and trustee for the Secured Parties (the **Security Trustee** which expression shall include all successor security trustees appointed from time to time)

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the **Chargor** or any of the other Group Companies to any of the Secured Parties under the Revolving Credit B Facility and, if drawn, the Revolving Credit C Facility and the corresponding obligations relating to the Revolving Credit B Facility and, if drawn, the Revolving Credit C Facility under or pursuant to any of the Financing Documents (including the **Deed**) (the **Secured Obligations**).

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

The Royal Bank of Scotland plc of 135 Bishopsgate, London EC2M 4RB as Security Trustee
(as defined above)

Please return
via

CH London Counter esentor's name address
and reference (if any):

Denton Wilde Sapte
One Fleet Place
London
EC4M 7WS

LJL/CGA 71201.00001
6511504.02

For official use

Mortgage Section

Post room



PMO
COMPANIES HOUSE

23 12 03

Time critical reference

Short particulars of all the property mortgaged or charged

1 Mortgages, fixed charges and floating charge

1.1 The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged, mortgaged or assigned in favour of the Security Trustee (as agent and trustee for the Secured Parties):

1.1.1 by way of legal mortgage all estates or interests in the freehold, leasehold and other immovable property described in Part 1 of the Schedule hereto and the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the Chargor;

1.1.2 by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property described in Part 2 of the Schedule hereto and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor AND the Chargor assents to the registration of the charge hereby created as a burden on the folios specified in Part 2 of the Schedule hereto:

The said properties mentioned in paragraphs 1.1.1 and 1.1.2 above together shall be referred to as the **Legally Mortgaged Property**;

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Denton Wilde Septe Date *19 December 2003*

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

1.1.3 by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property on 16 December 2003 or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

1.1.4 by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future except that mortgaged or charged by paragraphs 1.1.1, 1.1.2 or 1.1.3 above;

1.1.5 by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:

(a) any Subsidiary; and

(b) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may on 16 December 2003 or at any time thereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

The Chargor undertook that it would, at all times after the occurrence of a Default (and while such Default is continuing) exercise or permit the Security Trustee to exercise, in such manner as the Security Trustee shall determine, all rights and powers exercisable by the registered holder or by the bearer of the stocks, shares, debentures, bonds, notes, loan capital and securities (but until that time all of those rights and powers may be exercised by the Chargor);

1.1.6 by way of fixed charge the goodwill of the Chargor and its uncalled capital on 16 December 2003 or at any time thereafter in existence;

1.1.7 by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom on 16 December 2003 or at any time thereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions;

1.1.8 by way of assignment all of the Chargor's rights, title and interest (both present and future) to any Intercompany Loans; and

1.1.9 by way of floating charge the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by this paragraph(hereinafter collectively referred to as the **Floating Charge Property**).

NOTE: The Chargor undertook with the Security Trustee that without the prior written consent of the Security Trustee, the Chargor would not nor would it agree or purport to:

1 create or permit to subsist any Encumbrance whether in any such case ranking in priority to or *pari passu* with or after the security created by the Deed other than a Permitted Encumbrance; or

2 sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Credit Agreement.

2 Definitions

2.1 **Arrangers** means The Royal Bank of Scotland plc and Credit Suisse First Boston.

- 2.2 **Arrangers' Letter** has the meaning given to it in the Credit Agreement.
- 2.3 **Banks** means the banks and financial institutions listed in Schedule 1 to the Credit Agreement and any Bank Transferee (as defined in the Credit Agreement) together with their respective successors in title, provided that any bank or financial institution which transfers all of its Commitment (as defined in the Credit Agreement) in accordance with Clause 22.4 of the Credit Agreement shall cease to be a "Bank".
- 2.4 **Charging Group Companies** means the Parent and each of its Subsidiaries which has granted, a Guarantee and Debenture (including the Chargor) or, in the case of a Group Company incorporated in the United States of America, a Group Guarantee and a document granting security over all or substantially all of its assets; and **Charging Group Company** shall be construed accordingly.
- 2.5 **Credit Agreement** means the credit agreement dated 16 December 2003 made between the Parent, certain subsidiaries of the Parent as Original Borrowers (including the Chargor), certain banks as Banks, The Royal Bank of Scotland plc as Facility Agent and Security Trustee, The Royal Bank of Scotland plc as agent for National Westminster Bank Plc as Issuing Bank, National Westminster Bank Plc as Overdraft Sterling Bank, Wachovia Bank, National Association as Overdraft Dollar Bank and The Royal Bank of Scotland plc and Credit Suisse First Boston as Arrangers.
- 2.6 **Deed of Covenants** means the document so entitled in relation to the Resolution executed by MEL in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.
- 2.7 **Default** has the meaning given to it in the Credit Agreement.
- 2.8 **Encumbrance** means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by any Group Company.
- 2.9 **Facility Agent** means The Royal Bank of Scotland plc in its capacity as facility agent and each successor Facility Agent appointed under Clause 17.12 of the Credit Agreement.
- 2.10 **Fees Letters** has the meaning given to it in the Credit Agreement;
- 2.11 **Finance Lease** has the meaning given to it in the Credit Agreement;
- 2.12 **Finance Parties** means the Facility Agent, the Security Trustee, the Banks, the Issuing Bank, the Overdraft Sterling Bank and the Overdraft Dollar Bank.
- 2.13 **Financing Documents** means the Credit Agreement, the Fees Letters, the Arrangers' Letter and the Security Documents.
- 2.14 **Floating Charge** means each floating charge to be granted by a Group Company in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.
- 2.15 **Fort Parkway** means the property located at Site 1, Fort Parkway, Birmingham.
- 2.16 **Group** means the Parent and each of its Subsidiaries; and **Group Company** means any one of them.
- 2.17 **Group Guarantee** means a guarantee executed or to be executed in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.
- 2.18 **Guarantee and Debenture** means a guarantee and debenture executed or to be executed in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.
- 2.19 **Indebtedness** means, in relation to any person, its obligation (whether present

or future, actual or contingent, as principal or surety) for the payment or repayment of money (whether in respect of interest, principal or otherwise) incurred in respect of:

- (a) moneys borrowed or raised;
- (b) any bond, note, loan stock, debenture or similar instrument;
- (c) any acceptance credit, bill discounting, note purchase, factoring or documentary credit facility;
- (d) any Finance Lease;
- (e) any guarantee, bond, stand-by letter of credit or other similar instrument issued in connection with the performance of contracts;
- (f) any interest rate or currency swap agreement or any other hedging or derivatives instrument or agreement;
- (g) any arrangement entered into primarily as a method of raising finance pursuant to which any asset sold or otherwise disposed of by that person is or may be leased to or re-acquired by a Group Company (whether following the exercise of an option or otherwise);
- (h) any arrangement entered into primarily as a method of raising finance whereby the payment of the purchase price for an asset acquired by a Group Company is deferred; or
- (i) any guarantee, indemnity or similar insurance against financial loss given in respect of the obligations of any person falling within paragraphs (a) to (h) above.

2.20 **Intercompany Loans** means each intercompany loan made between the Chargor as lender and another Group Company as borrower whether pursuant to an intercompany loan agreement or otherwise.

2.21 **Issuing Bank** means The Royal Bank of Scotland plc as agent for National Westminster Bank Plc as issuer of Guarantees (as defined in the Credit Agreement) under each Revolving Credit Facility (as defined in the Credit Agreement) pursuant to Clause 5 of the Credit Agreement.

2.22 **MEL** means Mayflower Energy Limited, a company incorporated in England and Wales with company number 04075784.

2.23 **Note Purchase Agreement** means the note purchase agreement dated as of 15 December 2000 in respect of the USPP Notes and made between the Parent and the holders of the USPP Notes.

2.24 **Overdraft Dollar Bank** means Wachovia Bank, National Association.

2.25 **Overdraft Sterling Bank** means National Westminster Bank Plc acting out of its branch at High Street, Guildford.

2.26 **Parent** means The Mayflower Corporation plc, a company incorporated in England and Wales with company number 00820979.

2.27 **Permitted Encumbrance** shall have the meaning given to that term in the Credit Agreement.

2.28 **Resolution** means the vessel m.v. "Mayflower Resolution" registered under the laws and Flag of the Isle of Man at the port of Douglas under official number 734756 as more particularly described in the Deed of Covenants.

2.29 **Revolving Credit B Facility** means the secured Sterling revolving loan facility referred to in Clause 2.1.1(c) of the Credit Agreement.

2.30 **Revolving Credit C Facility** means the secured Sterling revolving loan facility referred to in Clause 2.1.1(d) of the Credit Agreement.

2.31 **Security Documents** means:

- (a) any Guarantee and Debenture executed by a Group Company;
- (b) any Group Guarantee executed by a Group Company;

- (c) any Share Pledge granted by a Group Company;
- (d) any Standard Security executed by a Group Company;
- (e) any Floating Charge executed by a Group Company;
- (f) the Ship Mortgage;
- (g) the Subordination Deeds;
- (h) the Deed of Covenants; and
- (i) any guarantee and any document creating security executed and delivered after the date of the Credit Agreement as security for any of the obligations and liabilities of any Borrower and the other Group Companies under any Financing Document.

- 2.32 **Share Pledge** means a pledge over the shares in a Group Company to be granted in favour of the Security Trustee, in form and substance satisfactory to the Facility Agent.
- 2.33 **Ship Mortgage** means the first priority statutory Isle of Man ship mortgage in account current form in relation to the Resolution to be executed by MEL in favour of the Security Trustee in form and substance satisfactory to the Facility Agent.
- 2.34 **Standard Security** means a standard security to be granted in favour of the Security Trustee by a Group Company over heritable property in Scotland in form and substance satisfactory to the Facility Agent.
- 2.35 **State Loans** has the meaning given to it in the Credit Agreement.
- 2.36 **Secured Parties** means all and each of the Facility Agent, Security Trustee, the Issuing Bank, the Overdraft Sterling Bank, the Overdraft Dollar Bank, the Arrangers and the Banks and **Secured Party** shall be construed accordingly.
- 2.37 **Subordination Deeds** means the deed dated on or about the date of the Credit Agreement and made between Mayflower Energy Holdings Limited, a company incorporated in England with company number 04321399, the Security Trustee and the Parent, and the deed dated on or about the date of the Credit Agreement and made between MEL, the Security Trustee and the Parent.
- 2.38 **Subsidiary** means a subsidiary within the meaning of section 736 of the Act.
- 2.39 **Taxes** includes all present and future taxes, charges, imposts, duties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, by whomsoever on whomsoever and wherever imposed, levied, collected, withheld or assessed, together with any penalties, additions, fines, surcharges or interest relating thereto; and **Tax** and **Taxation** shall be construed accordingly.
- 2.40 **USPP Notes** has the meaning given to it in the Credit Agreement.

SCHEDULE

The Legally Mortgaged Property

Part 1

Freehold property known as Widbury Hill, Ware registered at HM Land Registry with Title Number HD253306

Part 2

The premises situate at Hydepark Industrial Estate Belfast comprised in Folio AN14439 County Antrim and Folio AN26753L County Antrim.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00970239

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 16th DECEMBER 2003 AND CREATED BY TRANSBUS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OF THE OTHER GROUP COMPANIES TO ANY OF THE SECURED PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th DECEMBER 2003.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —