

# M

Please do not  
write in  
this margin

CHA 116

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

\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

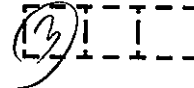
Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Name of company



1612058

\* CONNECTION FREIGHT LIMITED ("the Company")

Date of creation of the charge

9th October 1998

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

SUPPLEMENTAL DEED TO A COMPOSITE GUARANTEE AND DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

- (i) all indebtedness, liabilities and obligations which are as at 9th October 1998 or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Bank, by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, and whether solely or jointly with any other person and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of its business charge pursuant to the relevant terms agreed with the relevant company in respect of any facilities or accommodation or service provided by the Bank or for keeping any Group Company's account;

*continued on continuation sheet 1, page 2*

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

THE ROYAL BANK OF SCOTLAND PLC, 138-142 Holborn, London, EC1N 2TH ("the Bank")

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

Dibb Lupton Alsop  
125 London Wall  
London EC2Y 5AE

SB/ams/banking

i:\swana\wpdata\forms\Connect.deb

Time critical reference

For official use  
Mortgage Section

Post room



1. **ACCESSION TO THE GUARANTEE AND DEBENTURE**

The Company irrevocably and unconditionally guaranteed to the Bank to pay to the Bank (on demand after they fall due) the Secured Obligations and charged all its property assets and undertaking in the manner set out in Clauses 2, 3, 4 and 5 of the Guarantee and Debenture, mutatis mutandis, and otherwise to observe, perform and be bound by all the terms and conditions of the Guarantee and Debenture to the intent and effect that the Guarantee and Debenture shall from 9th October 1998 be varied so as to include the Company as one of the Charging Companies and as a party thereto.

*continued on continuation sheet 1, page 4*

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)

N/A

Signed

*Dibb Lupton Atkyn*

Date

*15/10/98*

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

† 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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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

Company Number

1612058

Name of Company

CONNECTION FREIGHT LIMITED ("the Company")

Limited\*

\* delete if  
inappropriate

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

- (ii) on a full indemnity basis all reasonable costs and expenses incurred by the Bank in relation to the Guarantee and Debenture and all costs and expenses properly incurred by the Bank in relation to the protection and enforcement of the rights of the Bank under the Guarantee and Debenture;
- (iii) interest to the date of discharge on all sums payable and all liabilities and obligations to be discharged under paragraph 1.2, sub-clauses (i) and (ii) of the Guarantee and Debenture. Such interest shall be computed and compounded (in accordance with the terms of the New Facilities Agreement (if applicable) or otherwise) as agreed between the parties from time to time or in the absence of such agreement compounded quarterly and computed according to the usual practice for the time being of the Bank as the case may be and shall be payable as well after as before any demand or judgment on the relevant Group Company ((i), (ii) and (iii) together the "**Secured Obligations**").

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

**NOTE.**

In this form:-

"**Acquisition Documents**" means the acquisition agreement in the agreed form, providing for the acquisition of the entire share capital of Walon Autotransport Limited together with all other documents entered into or to be delivered pursuant thereto;

"**the Act**" means the Law of Property Act 1925;

"**Charged Property**" means the property referred to in Clause 4 of the Guarantee and Debenture and all other property of whatsoever nature from time to time charged by or pursuant to the Guarantee and Debenture;

"**Charging Company**" means any Group Company which is for the time being a party to any Security Document(as more particularly defined in the New Facilities Agreement);

"**Deeds of Adherence**" means collectively, a deed of adherence dated 27th October 1997 pursuant to which Bride Parks (Luton) Limited and Banister Land Limited became Charging Companies under the Guarantee and Debenture, a deed of adherence dated 31st December 1997 pursuant to which Exhibition Support Company Limited became a Charging Company under the Guarantee and Debenture and a deed of adherence dated 27th July 1998 pursuant to which Acumen Distribution Services Limited became a Charging Company under the Guarantee and Debenture;

"**Encumbrance**" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets;

"**Event of Default**" means any of the events specified in Clause 26 of the New Facilities Agreement;

"**Excluded Account**" means the cash deposit of up to a maximum principal amount of £2,300,000 held with BHF Bank AG and subject to the BHF Charges (as more particularly defined in the New Facilities Agreement);

"**Group**" means at any time the Principal Borrower (as more particularly defined in the New Facilities Agreement) and its Subsidiaries (as more particularly defined in the New Facilities Agreement) and "**Group Company**" means any of them;

"**Guarantee**" means the guarantee given in the Original Guarantee and Debenture;

"**Guarantee and Debenture**" means the Original Guarantee and Debenture as amended by the Deeds of Adherence;

"**New Facilities Agreement**" means a facilities agreement dated 3rd December 1997 entered into between (1) Autologic Holdings plc (2) the Companies listed in Schedule 1 thereto and (3) the Bank as varied, amended, supplemented, novated and/or replaced in any manner from time to time;

*continued on continuation sheet 2, page 2*

Please do not  
write in this  
binding margin

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

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

**2. FIXED AND FLOATING CHARGES**

With full title guarantee and as a continuing security for the payment or discharge of all the Secured Obligations and all its other obligations under the Guarantee and Debenture:-

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

**2.1 the Company charged to the Bank by way of first legal mortgage:-**

2.1.1 all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry described in Part I of the Schedule to the Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;

2.1.2 all other freehold and leasehold interests in the properties vested in it as at 9th October 1998 but title to which is not registered at HM Land Registry described in Part II of the Schedule to the Guarantee and Debenture together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;

**2.2 the Company charged to the Bank by way of first fixed charge:-**

2.2.1 all future freehold and leasehold property of the Company together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or sub-let to a third party, tenant's and trade fixtures and fittings of such third party) and fixed plant and machinery at any time thereon;

2.2.2 all estates and interests not before effectively charged as at 9th October 1998 or thereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences as at 9th October 1998 or thereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company as at 9th October 1998 or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Guarantee and Debenture;

2.2.3 all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate as at 9th October 1998 or at any time thereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing other than the Non-Charging Sub Shares;

*continued on continuation sheet 2, page 4*

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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

Company Number

1612058

Name of Company

CONNECTION FREIGHT LIMITED ("the Company")

Limited  
XXXXXX

\* delete if  
inappropriate

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

**"Non Charging Sub Shares"** means the Autolink Shares and the CTP Shares (both as more particularly defined in the Guarantee and Debenture;

**"Original Guarantee and Debenture"** means a composite guarantee and debenture dated 30th October 1996;

**"Permitted Encumbrance"** means any of:-

- (i) liens arising between Charging Companies or in the ordinary course of business or by operation of law or by contractual provisions having a substantially similar effect;
- (ii) any Encumbrance arising under the Banking Documents (as more particularly defined in the New Facilities Agreement);
- (iii) any Encumbrance over any asset arising in the ordinary course of business as a result of a title-retention, conditional sale, hire purchase, deferred purchase or title transfer provision;
- (iv) any pledge of documents of title given in connection with trade documentary credit arrangements;
- (v) any Encumbrance existing over assets or the assets of a company in either case acquired after the date hereof and existing on the date of the acquisition of that asset or company, but not created in contemplation of such acquisition and any Encumbrances over such assets, or the assets of such company, granted by way of substitution therefor, providing that the Borrowings (as more particularly defined in the New Facilities Agreement) secured thereby are not increased;
- (vi) any Encumbrance arising by way of margin deposits in connection with Hedging Arrangements (as more particularly defined in the New Facilities Agreement) and deposits in respect of import/export duty made in the ordinary course of business;
- (vii) any deposits linked to set-off arrangements in connection with account pooling or pursuant to a bank's standard terms of business for the operation of accounts;
- (viii) any Encumbrance for taxes, assessments or government charges which are either not due or which have been contested in good faith and for which a proper reserve has been established;
- (ix) security for costs in relation to actions and proceedings being prosecuted or defended in good faith;
- (x) Existing Encumbrances (as more particularly defined in the New Facilities Agreement); and
- (xi) Encumbrances created with the prior written consent of the Bank;

**"Receivables"** means all present and future book debts, rentals, royalties, fees, cash receivable under Hedging Arrangements (as more particularly defined in the New Facilities Agreement), VAT and all other amounts recoverable or receivable by the Company from any other person due or owing to the Company and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal or equitable charges, reservations of property rights, rights of tracing and unpaid vendors' liens and similar associated rights but excluding the Excluded Account;

**"Receiver"** means any receiver or receiver and manager or administrative receiver appointed by the Bank under or by virtue of the Guarantee and Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time.

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



Please do not  
write in this  
binding margin

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

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

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

- 2.2.4 the goodwill of the Company and its uncalled capital as at 9th October 1998 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);
  - 2.2.5 all copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, rights in trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the World as at 9th October 1998 or at any time thereafter belonging to or created by or assigned to the Company;
  - 2.2.6 all plant, vehicles and machinery as at 9th October 1998 or at any time thereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);
  - 2.2.7 all chattels as at 9th October 1998 or at any time thereafter hired, leased or rented by the Company to any other person together in each case subject to and with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;
  - 2.2.8 all Receivables; and
  - 2.2.9 the benefit of all licences consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property specified in any other paragraph or sub-paragraph of Clause 4 of the Guarantee and Debenture (as described in this paragraph 2) and the right to recover and receive all compensation which may be payable to it in respect of them;
  - 2.2.10 subject to the terms of the New Facilities Agreement the benefit of all warranties and indemnities granted in favour of the Company under or pursuant to certain Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.
- 2.3 the Company charged to the Bank by way of first floating charge all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland and (ii) the proceeds of collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Guarantee and Debenture and the Excluded Account.
- 2.4 The security from time to time constituted by or pursuant to the Guarantee and Debenture shall:-
- 2.4.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations and it was declared that no prior security held by the Bank over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Guarantee and Debenture; and

*continued on continuation sheet 3, page 4*

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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

Company Number

1612058

Name of Company

CONNECTION FREIGHT LIMITED ("the Company")

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

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

Please do not  
write in this  
binding margin

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

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

- 2.4.2 remain in full force and effect as a continuing security until the earlier of the Secured Obligations having been discharged in full and the release of the security constituted by the Guarantee and Debenture.

### 3. CRYSTALLISATION OF FLOATING CHARGE

- 3.1 The Bank may by notice in writing to the Company convert the floating charge created by the Guarantee and Debenture into a fixed charge as regards all or any of the Company's assets charged under Clause 4.3 of the Guarantee and Debenture (as described in paragraph 2.3 above) and specified in the notice if:
- 3.1.1 an Event of Default occurs which remains unwaived; or
  - 3.1.2 the Bank reasonably considers those assets to be in danger of being seized, or sold under any form of distress, attachment, execution or other legal process.
- 3.2 The floating charge created by the Company under the Guarantee and Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to the assets of the Company:-
- 3.2.1 on the passing of a special resolution at a meeting of the members of the Company to wind up the Company; or
  - 3.2.2 if the presentation of a petition (other than a petition determined by the Bank to be frivolous or vexatious) to wind up the Company is not discharged within fourteen days; or
  - 3.2.3 on the appointment of an administrator to the Company; or
  - 3.2.4 if the Company fails to comply to a material extent with its obligations under Clause 7 of the Guarantee and Debenture (as described in paragraph 4 below) or if any person levies any distress, execution, sequestration or other process against any of the Charged Property charged by way of floating charge pursuant to Clause 4.3 of the Guarantee and Debenture (as described in paragraph 2 above) PROVIDED ALWAYS that in such circumstances the floating charge shall be converted into a fixed charge in respect only of the assets of the Company which have been encumbered or that have been otherwise sold, discounted, factored, transferred, leased, lent or otherwise disposed of or which are or may become subject to such distress being levied, execution, sequestration or other process as aforesaid.
- 3.3 Service by the Bank of a notice pursuant to Clause 6.1 of the Guarantee and Debenture (as described in paragraph 3.1 above) in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the Bank's rights to serve similar notices in respect of any other class of assets or of any other of the rights of the Bank under the Guarantee and Debenture.

*continued on continuation sheet 4, page 4*

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not  
write in this  
binding margin

**Particulars of a mortgage or charge  
(continued)**

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

CHA 116

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

Company Number

1612058

Name of Company

CONNECTION FREIGHT LIMITED ("the Company")

Limited\*

\* delete if  
inappropriate

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

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

Please do not  
write in this  
binding margin

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



Please do not  
write in this  
binding margin

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

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

**4. NEGATIVE PLEDGE AND FURTHER SECURITY**

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

4.1 The Company covenanted with the Bank that during the continuance of the Guarantee and Debenture it shall not without the consent in writing of the Bank:-

4.1.1 create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;

4.1.2 save as permitted or required under the Guarantee and Debenture or under the New Facilities Agreement, 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, save in the normal course of trading, any part of the Charged Property;

4.2 Without prejudice to the generality of the covenant for further assurance deemed to be included in the Guarantee and Debenture by virtue of Section 76(1)(c) of the Act, the Company shall from time to time whensoever requested by the Bank in writing (acting reasonably) and at the Company's cost, execute in favour of the Bank, or as the Bank may reasonably direct, such further or other legal assignments, transfers, mortgages, legal or other charges or securities as in each case it may be lawful for the Company to execute and are not inconsistent with the provisions of the Guarantee and Debenture, the New Facilities Agreement or the underlying contract, licence or other asset and the Bank shall reasonably stipulate over the Charged Property for the purpose of more effectively providing the security stipulated in the Guarantee and Debenture for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, legal or other charges or securities shall be in such form as the Bank may reasonably require and may contain provisions such as are contained in the Guarantee and Debenture and provisions to the like effect to the extent it is legally able to do so and/or such other provisions of whatsoever kind as the Bank shall reasonably consider requisite for the perfection of the security constituted by or pursuant to the Guarantee and Debenture.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01612058

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED TO A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 9th OCTOBER 1998 AND CREATED BY CONNECTION FREIGHT LIMITED FOR SECURING ALL INDEBTEDNESS LIABILITIES AND OBLIGATIONS OWING OR INCURRED IN ANY MANNER WHATSOEVER TO THE ROYAL BANK OF SCOTLAND plc BY ANY GROUP COMPANY UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th OCTOBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th OCTOBER 1998.

for the Registrar of Companies

*DX  
2010  
R*



C O M P A N I E S   H O U S E