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\*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

U10 ~~DS~~

2005619

\*BIBBY DISTRIBUTION SERVICES (HOLDINGS) LIMITED

Date of creation of the charge

31st October 1995

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

Mortgage of Shares dated 31st October 1995

Amount secured by the mortgage or charge

All principal, interest, costs, expenses, consequents and other sums payable or that may become payable by the Company, whether alone or jointly with any other person or persons and whether as principal debtor, guarantors or surety including all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company (the "Secured Obligations").

69a

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 the Mound, Edinburgh

Postcode EH1 1YZ

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

ADDLESHAW SONS & LATHAM  
DENNIS HOUSE  
MARSDEN STREET  
MANCHESTER  
M2 1JD

T: \SJR\NCMP11.MXW

Time critical reference

For official use  
Mortgage Section



Short particulars of all the property mortgaged or charged

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The Company, as beneficial owner, hereby, as continuing security for the Secured Obligations:

- (i) mortgages and charges the Shares (hereinafter defined) to the Bank by way of a first legal mortgage; and
- (ii) mortgages and charges and agrees to mortgage and charge to the Bank by way of first legal mortgage all interest paid or payable after the date hereof on all or any of the Shares and all stocks, shares, securities (and the dividends and interest thereon), rights, monies or property accruing or offered at any time by way of redemption, bonus, preference, option rights, warrant rights or otherwise to or in respect of any of the Shares or in substitution or exchange for any of the Shares;

Cont . . .

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

10.11.95.

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.

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## Particulars of a mortgage or charge (continued)

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

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Please complete  
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Company Number

2005619

Name of Company

BIBBY DISTRIBUTION SERVICES (HOLDINGS)

Limited\*

\* delete if  
inappropriate

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

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

Please complete  
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in black type, or  
bold block lettering

. . . Cont

The Company shall not, without the prior written consent of the Bank, hold any security in respect of any liability for any Other Obligor (hereinafter defined). The Company shall hold any security held by it in breach of this provision in trust for the Bank and the Secured Obligations shall be deemed to be increased by the amount by which the dividend or interest paid or payable by such Other Obligor to the Bank is diminished by reason of any security so held.

"Other Obligor" means any person, firm or company, other than the Mortgagor, by whom from time to time and for the time being any guarantee or security in respect of all or any of the Security Obligations is granted.

"Shares" means the Shares in the companies listed in Schedule 1 together with all rights arising in relation thereto and all other shares held by the Company from time to time.

Schedule 1

<u>Name</u>	<u>No</u>
Inter Forward Logistics Limited	219635
Bondelivery Limited	2504174
Inter Forward (Avonmouth) Limited	2841763
Inter Forward Logistics Contract Services Ltd	2930212

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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. 02005619

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES DATED THE 31st OCTOBER 1995 AND CREATED BY BIBBY DISTRIBUTION SERVICES (HOLDINGS) 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 10th NOVEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th NOVEMBER 1995.

**D. JENKINS**

for the Registrar of Companies



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

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