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\* Insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

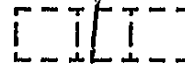
# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2826284

Name of company

\* GRAVITAS 1058 LIMITED (the "Company")

Date of creation of the charge

7 October 1994

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

Debenture (the "Debenture") dated 7th October 1994 by the Company in favour of Societe Generale as Security Trustee (as defined below).

Amount secured by the mortgage or charge

All and any of all obligations and liabilities (whether owed jointly or severally or in any other capacity whatsoever) of the Company to any of the Secured Parties under or in connection with any of the Financing Documents (including all liabilities of the Company under the Debenture) together with all costs, charges, interest and expenses incurred by any of the Secured Parties in connection with the enforcement (and in the case of the Security Trustee only, preservation of) its respective rights under or in connection with any of the Financing Documents including all internal administrative and personnel costs.

Definitions -

"Credit Agreement" means the credit agreement dated 7th October 1994 made between (1) Gravitas 1058 Limited, (2) Societe Generale and (3) SocGen Lease Limited.

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

SOCIETE GENERALE, as agent and trustee for itself and the other Secured Parties (the "Security Trustee"), EXCHANGE HOUSE, PRIMROSE STREET, BROADGATE, LONDON

Postcode EC2A 5HT

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

NLJ/JMM/534730  
Wilde Sapte  
1 Fleet Place  
London EC4M 7WS

BF47583

Time critical reference

For official use  
Mortgage Section

20 OCT 1994

Post room



Short particulars of all the property mortgaged or charged

1. (a) by way of first legal mortgage all estates or interests in the freehold, leasehold and other immoveable property described in the Schedule below and all buildings and trade and other Fixtures (as defined below) on any such property belonging to or charged to the Company and all the proceeds of sale thereof (the "Legally Mortgaged Property");

(b) by way of first fixed charge all estates or interests in any freehold, leasehold and other immoveable property as at the date of the Debenture or at any time while the Debenture is in force belonging to the Company (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 Company;

(c) by way of first fixed charge over all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Wido Sapte*

Date

20.10.94

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

Please complete  
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(d) by way of first fixed charge all book and other debts, revenues and claims (including without limitation (i) the benefit of all insurance policies for the time being effected by or on behalf of the Company or (to the extent only of its interest) in which the Company has an interest which may give rise to any debt, revenue or claim and (ii) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company in (and from) any company other than any such charged as described in paragraph (g) below and the proceeds of the same as at the date of the Debenture and at any time thereafter due, owing, payable to, purchased by or otherwise assigned to the Company together with the full benefit of all rights, guarantees, securities and indemnities of any nature whatsoever as at the date of the Debenture and at any time thereafter enjoyed or held by it in relation to any of the foregoing (the "Debts");

(e) by way of first fixed charge all credit balances of the Company with any bankers, financial institutions or other persons;

(f) by way of first fixed charge:

(i) all stocks, shares, debentures, bonds and notes at any time whilst the Debenture is in force belonging to the Company;

(ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are as at the date of the Debenture or may at any time thereafter be lodged with or held by or transferred to or registered in the name of the Security Trustee or its nominee;

(iii) all rights in respect of or incidental to the premises described at (i) and (ii) above (the premises (i) to (iii) inclusive thereby charged being hereinafter called the "Securities"); and

(iv) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities or in substitution or exchange for any of them, including all dividends, interest and other income payable in connection therewith (the "Interests in Securities") PROVIDED THAT all such dividends, interest and other income paid or payable as aforesaid may, until the security constituted under the Debenture becomes enforceable in accordance with clause 10 of the Debenture be paid directly to the Accounts (as defined below);

but so that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Securities or the Interests in Securities;

(g) by way of first fixed charge the goodwill of the Company and its uncalled capital as at the date of the Debenture or at any time thereafter in existence;

(h) by way of first fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, rights in and in the nature of trade marks, service marks, know-how, rights in confidential information, exploitation rights and inventions or other rights of every kind deriving therefrom as at the date of the Debenture and at any time thereafter belonging to the Company (together with the "Intellectual Property") and all fees, royalties and other rights of every kind deriving from the Intellectual Property;

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

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(i) by way of first fixed charge the benefit of all future licences (statutory or otherwise) held in connection with its trade, business or assets or the use of any of the Charged Property (as defined below) and the right to recover and receive compensation which may at any time become payable to it in respect thereof; and

(j) by way of first floating charge the whole of the Company's undertaking and all its property, assets, inventory 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 as described under paragraphs 1.(a)-(i) above inclusive and paragraph 2 below (as from the date of the Debenture collectively referred to as the "Floating Charge Property").

2. (a) The Company assigns by way of security all of the Company's rights, title and interest (both present and future) in the Acquisition Agreement PROVIDED THAT until the security thereby constituted becomes enforceable in accordance with Clause 10 of the Debenture:

(i) all sums paid or payable pursuant to such documentation shall be paid directly to the Accounts; and

(ii) the Company shall be entitled to exercise all such rights under the Acquisition Agreement subject to and to the extent of the terms of the Credit Agreement.

(b) The Company also covenants to give notice to the Vendor and any relative third party of the assignment of its rights and interests in and to the Acquisition Agreement assigned pursuant to sub-paragraph 2(a) above forthwith upon the execution of the Debenture in the form contained in Schedule 2 of the Debenture.

#### SCHEDULE 1 - Legally Mortgaged Property

None

#### NOTE:

1. The Company covenants in the Debenture with the Security Trustee that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

(a) create or permit to subsist any Encumbrance (as defined below) other than a Permitted Encumbrance over any of its assets; or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of or enter into any agreement under which it may be or become obliged to dispose of any of its assets save as permitted under the terms of the Credit Agreement.

2. The Company also covenants in the Debenture that without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) it shall not:

(a) part with possession of the whole or any part of, or confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let, any land or buildings forming part of the Charged Property; and

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

2826284

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(b) allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest affecting such property and the reasonable costs incurred by the Security Trustee of lodging from time to time a caution against registration of the title to such property (if unregistered) or any part thereof shall be an expense properly incurred in relation to the security.

3. The Company also undertakes, covenants and agrees with the Security Trustee in the Debenture that it shall not sell, transfer or dispose of any of the Securities or the Interest in Securities and will remain as the registered owner of all and any part of the Securities and the Interests in Securities and it will procure that (without the prior written consent of the Security Trustee) no person other than the Company, the Security Trustee or the Nominees becomes registered as holder of any or all of the Securities or the Interests in Securities or any part thereof save as permitted by the Credit Agreement and the Debenture.

4. The Company will get in and realise the Debts and shall pay into such separate and denominated current account or current accounts in the Company's name with the Working Capital Bank (as defined below) which are denominated in the currency of the relative Debts as may be specified from time to time by the Security Trustee (which may be denominated in Sterling or any other foreign currency) (the "Accounts") all moneys which it may receive in respect of the Debts and shall not without the prior consent in writing of the Security Trustee, sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so except as permitted by the Credit Agreement and the Inter Creditor Agreement (as defined below) and the Company shall if called upon to do so by the Security Trustee execute from time to time legal assignments of such book debts and other debts to the Security Trustee.

#### DEFINITIONS:

"Acquisition Agreement" has the meaning given to such term in the Credit Agreements.

"Charged Property" means the property, assets and income of the Company mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof.

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, retention of title provisions or hypothetical or preferential right or trust arrangement for the purpose of, or which has the effect of granting security or other security interest of any kind whatsoever and, any agreement, whether conditional or otherwise to create or grant any of the same.

"Fixtures" means in relation to any freehold and leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time thereon;

"Inter Creditor Agreement" means an intercreditor agreement dated 7th October 1994 made by (1) Gravitas 1058 Limited (2) Societe Generale (3) SocGen Lease Limited and (4) Granville Private Equity Limited Partnership;

"Nominees" means those nominees appointed by the Security Trustee from time to time;



FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02826284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 7th OCTOBER 1994 AND CREATED BY GRAVITAS 1058 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SOCIETE GENERALE AS AGENT AND TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES UNDER ANY FINANCING DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th OCTOBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th OCTOBER 1994.

A handwritten signature in cursive script, appearing to read 'M. Saha'.

M. SAHA

for the Registrar of Companies



LC  
24/10/1994

**M**

COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

only

**395**Please do not  
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Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of companyTo the Registrar of Companies  
(Address overleaf)

For official use Company number

[Signature] [Stamp] 2826284

Name of company

\* GRAVITAS 1058 LIMITED

Date of creation of the charge

7 OCTOBER 1994

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

MORTGAGE OF SECURITIES

Amount secured by the mortgage or charge

All and any amounts of any kind now or in the future due and payable by Gravitas 1058 Limited ("Gravitas") to London Regional Transport under or in connection with a Share Clawback Agreement (the "Agreement") dated 7 October 1994 between the persons listed in Schedule 1 thereto, Gravitas and London Regional Transport under which the parties to the Agreement agreed that, in the event of certain disposals of shares in Gravitas or in Metroline Travel Limited ("Metroline") or of Metroline's undertaking, additional consideration shall be paid to London Regional Transport in accordance with Clause 2 of the Agreement.

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

LONDON REGIONAL TRANSPORT

55 BROADWAY, LONDON

Postcode SW1H 0BD

Presentor's name address and  
reference (if any):MR D C CROOK  
FRESHFIELDS  
65 FLEET STREET  
LONDON EC1Y 4HSFor official Use  
Mortgage Section

REGIS: LRE

25 OCT 1994

Post room  
A22 \*AK7WP5SJ\* 371  
COMPANIES HOUSE 25/10/94  
COMPANIES HOUSE 21/10/94

Time critical reference

Short particulars of all the property mortgaged or charged

2826284

3,293,000 Ordinary Shares of £1 each in Metroline Travel Limited (the "Shares") and all other securities and all rights, moneys (including, without limitation, dividends) and property whatsoever which may from time to time at any time be derived from, accrue on or be offered in respect of the Shares whether by way of redemption, exchange, conversion, rights, bonus, capital reorganisation or otherwise howsoever.

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Particulars as to commission allowance or discount

N/A

Signed



Date

20/10/94

On behalf of ~~[company]~~ [chargee]\*

\*  
delete as  
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02826284

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SECURITIES DATED THE 7th OCTOBER 1994 AND CREATED BY GRAVITAS 1058 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON REGIONAL TRANSPORT UNDER OR IN CONNECTION WITH A SHARE CLAWBACK AGREEMENT DATED 7th OCTOBER 1994 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th OCTOBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 1994.

A handwritten signature in cursive script, appearing to read 'M. Saha'.

**M. SAHA**

for the Registrar of Companies



LC  
27/10/1994