

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

Please do not  
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legibly, preferably  
in black type or  
bold block  
letteringInsert full name  
of company

To the Registrar of Companies

For official use, Company number

Name of company

PEOPLE'S BUS COMPANY LIMITED

2959469

Date of creation of the charge

31st January 1995

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

Debenture

Amount secured by the mortgage or charge

The payment of all monies and liabilities at or at any time after the date of the Debenture due owing or incurred to the Chargee by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses

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

Midland Bank plc

Poultry

London

Postcode EC2P 2BX

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

Pinsent & Co  
3 Colmore Circus  
Birmingham B4 6BH  
Ref: LMH 55165 0035 1 DJ

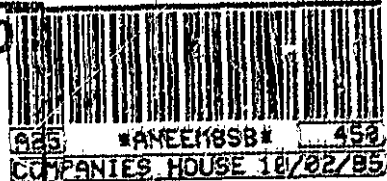
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For official use  
Mortgage section

Post room

REGISTERED

10 FEB 1995



Short particulars of all the property mortgaged or charged

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- (a) by way of legal mortgage all freehold and leasehold land vested in the Company at the date of the Debenture
- (b) by way of first fixed charge
- (i) all freehold and leasehold land which may in the future become vested in the Company;
- (ii) all interests in freehold or leasehold land or in the proceeds of sale thereof to which the Company may be at or at any time after the date of the Debenture become beneficially entitled;
- (iii) all book debts and other debts at or at any time after the date of the Debenture due owing or incurred to the Company but not including such debts (if any) as the Chargee may from time to time have agreed in writing with the Company shall not be subject to this fixed charge; and

Particulars as to commission allowance or discount (note 3)

None

Signed

*Pinsent & Co.*

Date

*9th Feb 1995*

On behalf of ~~company~~ ~~mortgagee~~ ~~chargee~~

\*Delete as  
appropriate

Notes

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
  - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - 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.
- 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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The Solicitors' Law Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition

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Companies M395

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

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Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scot)

Company number

2959469

Please complete  
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Name of company

PEOPLE'S BUS COMPANY LIMITED

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)

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

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- (iv) all goodwill and uncalled capital for the time being of the Company; and
- (c) by way of floating charge
  - (i) all book debts and other debts at or at any time after the date of the Debenture due owing or incurred to the Company which are not for the time being charged to the Chargee by way of fixed charge; and
  - (ii) all other the undertaking of the Company and all its property whatsoever and wheresoever both present and future

The Company shall not except with the prior written consent of the Chargee:-

- (a) purport to create or permit to subsist over all or any of the debts for the time being charged to the Chargee by way of fixed charge (hereinafter collectively called "the restricted debts") any mortgage charge lien pledge or other security other than the Debenture; or
- (b) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the restricted debts save as expressly provided in the Debenture; or
- (c) deal with the book debts or other debts for the time being charged to the Chargee by way of floating charge (hereinafter collectively called "the unrestricted debts") or with any securities for money for the time being forming part of the other property of the Company charged to the Chargee by way of floating charge otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities; or
- (d) create or permit to subsist over all or any of the unrestricted debts or the other property for the time being charged to the Chargee by way of floating charge any mortgage charge lien pledge or other security ranking in priority to or pari passu with the Debenture; or
- (e) part with sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the unrestricted debts or the other property for the time being charged to the Chargee by way of floating charge.

Until the Debenture is discharged the Company will:-

- (a) get in and realise the restricted debts in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the debts (until payment to the special account as provided in the Debenture) upon trust for the Chargee;
- (b) pay the proceeds of such getting in and realisation of the restricted debts into such separate and denominated account with the Chargee (called the "special account" in the Debenture) as the Chargee may require;

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

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Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

2959469

Please complete  
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Name of company

PEOPLE'S BUS COMPANY LIMITED

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  
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- (c) not be entitled to withdraw from the special account all or any monies standing to the credit thereof except with the prior consent of the Chargee

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

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

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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. 02959469

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st JANUARY 1995 AND CREATED BY PEOPLES BUS COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 1995.

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

HC0208

Post  
13/2/95