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COMPANIES FORM No. 395 *PO BOX 101501*

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of Company

Pursuant to section 395 of the Companies Act 1985.

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

03381595

Name of company

* Trainstation Limited (the "Company")

Date of creation of the charge

11/07/2001

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

Debenture dated 11 July 2001 between the Company and HSBC Bank plc (the
"Bank") (the "Debenture").

Amount secured by the mortgage or charge

All money and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank 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 any way whatsoever (including without limitation monies payable under clause 25 of the Debenture which are all costs, charges and expenses incurred by the Bank in carrying the Debenture into effect or in connection with the improvement, perfection or protection of the security thereby created or in the exercise of any rights, remedies, power, authorities and discretions conferred under or in connection with the Debenture) including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Bank (but so that interest shall be computed at the rate of 3% per annum over the Bank's Base Rate from time to time ruling) (the "Indebtedness").

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

HSBC Bank plc, whose registered office is at Poultry, in the City of
London

Postcode EC2P 2BX

Presentor's name address and
reference (if any):*ASHVEST MURKIS
5 APOLOD ST
LONDON
EC2A 2HA*
HSBC Bank plc
Birmingham SPC
P.O. Box 8042
Birmingham
B2 4NQ

MXA/2277541

Time critical reference

MXA/CRO0100003

For official Use
Mortgage SectionA46
COMPANIES HOUSE0572
14/07/01

See continuation sheet 1.

Please do not
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this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Andrew M. Crisp

Date 13 July 2001

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† 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 to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Trainstation Limited
(Company No. 03381595)

Continuation sheet 1 to Form 395

Legal Mortgage on all freehold and leasehold land now vested in the Company together with all buildings fixtures fittings plant and machinery now or at any time hereafter thereon; and

First Fixed Charge on

- (i) all the present and future right title and interest of the Company in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures fittings and fixed plant and machinery now or at any time hereafter thereon;
- (ii) all chattels now or at any time hereafter belonging to the Company (excluding any of the same for the time being forming part of the stock in trade or work-in-progress of the Company or which are for the time being otherwise effectively charged by way of legal mortgage or fixed charge hereunder);
- (iii) the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to any land or other property hereinbefore referred to and/or to any trade or business from time to time carried on by the Company;
- (iv) all book debts and other debts and monetary claims (including without limitation any credit balance on any account of the Company with any bank or other person (other than the Bank) and any rents licence fees or other payments due from any lessee licensee or occupier of any immoveable property wherever situated) now or at any time hereafter due owing or incurred to the Company (excluding such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company shall not be subject to this fixed charge and excluding also such debts and claims as are charged pursuant to paragraph (v)) together with the full benefit of all guarantees and securities therefore and all liens reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the **"debts"**);
- (v) any credit balance on any account of the Company with the Bank;
- (vi) all goodwill and uncalled capital for the time being of the Company;
- (vii) all stocks shares debentures bonds loan capital and other securities of any description of any other person (including without limitation any subsidiary or subsidiary undertaking of the Company) and all rights to subscribe or convert other securities into or otherwise acquire any such securities now or at any time hereafter belonging to the Company 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 **"securities"**);
- (viii) all letters patent trademarks service marks designs utility models copyrights design rights applications for registration of any of the foregoing and the right to apply for them in any part of the world moral rights inventions confidential information know-how and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered now or at any time hereafter belonging to the Company (the **"intellectual property"**);

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Continuation sheet 1 to Form 395

- (ix) all policies of life insurance or assurance and all rights and claims to which the Company is now or may at any time hereafter become entitled in relation to the proceeds thereof or of any other policies of insurance of any description;
- (x) all rights and other property to which the Company is now or may at any time hereafter become entitled as a result of or in connection with any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction;
- (xi) (save to the extent hereinbefore charged) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including without limitation any finance leases and hire or hire-purchase agreements) now or at any time hereafter entered into by the Company; and
- (xii) (save to the extent hereinbefore charged) the proceeds of sale of any property hereinbefore referred to).

Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future but so that the Company shall not except with the prior written consent of the Bank:-

- (a) create or purport to create or permit to subsist over all or any of the charged property any mortgage charge lien pledge or other security other than this Debenture;
- (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 debts;
- (c) part with hire lend sell assign or dispose of all or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of the charged property for the time being charged only by way of floating charge hereunder.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03381595

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 11th JULY 2001 AND CREATED BY TRAINSTATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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