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CHFP025

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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

Woods £100.00  
021581

395

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

Pursuant to section 395 of the Companies Act 1985

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

*CE*

For official use

12

Company number

3369940

Name of company

\* ESPRIT IN-NIGHT EXPRESS LIMITED (the "Company")

Date of creation of the charge

12 November 1999

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

Composite Guarantee and Mortgage Debenture dated 23 September 1999 (the "Debenture") and made between the Company and others (1) and The Royal Bank of Scotland plc (2) (the "Security Trustee")

Amount secured by the mortgage or charge

(1) All moneys, obligations and liabilities from time to time due, owing or incurred by the Company, to the Security Trustee or RBS Mezzanine Limited (RBS) or any of them under or in connection with the Debenture and the other finance documents or any other account whatsoever whether incurred: (a) actually or contingently and whether alone or jointly; (b) as primary obligor, as surety or as guarantor; (c) directly to RBS or the Security Trustee or whether any RBS or the Security Trustee is entitled to claim the payment or discharge thereof solely be reason of an assignment or transfer to it by the person originally entitled; and (d) all costs, charges and expenses and any VAT thereon properly incurred by the Security Trustee or any receiver, in each case on a full indemnity basis (the "Secured Obligations").

(2) The Company: (1) guarantees to the Security Trustee the due and punctual payment and discharge by each Obligor of the Secured

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

The Royal Bank of Scotland plc  
30 East Parade  
Leeds  
West Yorkshire  
Postcode LS1 5PS

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

Hammond Suddards Solicitors  
DX 26441  
2 Park Lane  
Leeds  
LS3 1ES

For official Use  
Mortgage Section

Post room



Time critical reference  
JJEK/DH/395esp.n17

Short particulars of all the property mortgaged or charged

By the Debenture each Chargor, with full title guarantee hereby charges in favour of the Security Trustee as a continuing security for the payment, discharge and performance of the Secured Obligations:

(a) by way of first legal mortgage, all the estate and interest of the Chargor in each freehold and/or leasehold property, short particulars of which are set out beside its name in the Second Schedule to the Debenture and in all other freehold and leasehold property now vested in the Chargor (save to the extent not located within England and Wales), together with all buildings, 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 therein or thereon and/or the proceeds of sale thereof (the "Legally Mortgaged Property");

(b) by way of first fixed charge, all the estate and interest of the Chargor in any freehold and/or leasehold property (other than that referred to in Sub-clause (a) above) now or at any time during the continuance of the

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Hammond Scotland

Date 17-11-99

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 CF4 3UZ

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

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

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

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Company Number

3369940

Name of Company

ESPRIT IN-NIGHT EXPRESS LIMITED (the "Company")

Limited\*

\* delete if  
inappropriate

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

Obligations of such other Chargor on the due date and in the manner provided in the relevant finance documents; (ii) undertakes to the Security Trustee that if and each occasion on which any other Chargor defaults in the payment or the discharge of any of the Secured Obligations on the due date, it shall on demand pay the Security Trustee an amount equal to, and discharge such of, the Secured Obligations as shall not have been paid or discharged when due as if it, instead of the other Chargor, were the principal obligor in respect thereof, together with interest thereon; and (iii) indemnifies and agrees to keep indemnified the Security Trustee and RBS against all losses (actual and contingent), claims, liabilities and damages incurred by or made (directly or indirectly) against the Security Trustee or RBS (or any of them) arising from or in connection with any default by any Obligor in the payment or the discharge of the Secured Obligations or by reason of any of the Secured Obligations being or becoming void, voidable or otherwise unenforceable.

For the purposes of this document the following words and phrases shall mean:

"Charged Assets" means all the undertaking, property and assets (of whatever nature) of each Chargor charged or assigned by way of security under the Debenture;

"Chargor" means the Company, Buyreach Limited, ANC Group Limited, ANC Limited, ANC Holdings Limited and any other company that becomes a party to the Debenture by executing a deed of accession.

NB:

Save as, but only to the extent, expressly permitted by each of the finance documents, each Chargor covenants with the Security Trustee that (save with the prior written consent of the Security Trustee) it shall not at any time during the security period:

(a) create or permit to subsist any security interest over the whole or any part of the Charged Assets save for any permitted security interests;

(b) part with possession of, transfer, sell, lease or otherwise dispose of or cease to exercise direct control over, or dispose of the right to receive the proceeds arising on disposal of the Charged Assets or any part thereof or any interest therein whether by a single transaction or a series of transactions, save for a permitted disposal;

provided that nothing in the Debenture shall, prior to issue of a stop notice present or restrict any group company's ability to deal with any and all of its goodwill and intellectual property in the ordinary course of business as conducted at the date of the Debenture, including for the avoidance of doubt, the granting of licences in respect thereof.

The Security Trustee may, at any time after:

(a) the Security constituted by the Debenture becomes enforceable; or

(b) one or more of the Chargor's request in writing that a receiver be appointed, appoint any person or persons as the receiver of the whole or any part of the Charged Assets. Such appointment over part shall not preclude the Security Trustee from making any subsequent appointment of the same or another receiver over any other part of the Charged Assets.

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

**Please complete  
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Short particulars of all the property mortgaged or charged (continued)

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

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

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

CHA 116

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Company Number

3369940

Name of Company

ESPRIT IN-NIGHT EXPRESS LIMITED (the "Company")

Limited\*

\* delete if  
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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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the security constituted by the Debenture owned, acquired by or charged to it together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof (the "Equitably Charged Property");

(c) by way of first fixed charge:

(i) all sums for the time being standing to the credit of any receivables account held by the Chargor with any bank or other financial institution together with all rights, title and interest therein, and the debt or debts thereby constituted;

(ii) all present and future benefits in kind of all policies (and the proceeds thereof) of insurance of any kind for the time being effected by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest;

(iii) all sums now or at any time due or owing to the Chargor by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and

(iv) (to the extent that they do not fall within any of the above sub-paragraphs) all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties and other income) now and from time to time due or owing to the Chargor and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Chargor;

(d) by way of first fixed charge, all stocks, shares, debentures, bonds and other securities for the time being legally or beneficially owned by the Chargor, whether marketable or otherwise, in any Chargor, firm, consortium or entity wheresoever situate, including for the avoidance of doubt any such as are share warrants to bearer shares and whether or not the shares to which they relate are denominated in sterling, together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights, option or otherwise to the holder thereof or in respect thereof or coupons in respect of any of the foregoing;

(e) by way of first fixed charge, the uncalled capital, goodwill, licences, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Chargor;

(f) by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under Sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986;

(g) by way of first fixed charge, all (if any) interests, rights and entitlements of the Chargor in all chattels from time to time hired, leased or rented by the Chargor to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;

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

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

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

CHA 116

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Company Number

3369940

Name of Company

ESPRIT IN-NIGHT EXPRESS LIMITED

Limited\*

\* delete if  
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

1

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

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(h) by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Chargor to all or any part of the Legally Mortgaged Property and the Equitably Charged Property (together the "Property"), any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) or other interest in relation to any such Property;

(i) by way of first fixed charge, (in so far as and to the extent the Chargor is so able) the benefit of all rights and claims of the Chargor against lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Chargor in respect of any works of design, repair, construction or replacement to, in or about any of the Property;

(j) by way of first fixed charge, (so far as permitted under the relevant document) all the right, title and interest of the Chargor in and to all contracts, agreements or warranties affecting any of its freehold or leasehold property with building contractors, architects, quantity surveyors, structural and mechanical engineers and other like professionals; and

(k) by way of floating charge, its undertaking and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Chargor and the property, assets and rights mortgaged or charged under Sub-clauses (a) to (j) inclusive or assigned by way of security if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03369940

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND MORTGAGE DEBENTURE DATED THE 12th NOVEMBER 1999 AND CREATED BY ESPRIT IN-NIGHT EXPRESS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY TRUSTEE) UNDER THE TERMS OF THE DEBENTURE, THE OTHER FINANCE DOCUMENTS OR ON ANY OTHER ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th NOVEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd NOVEMBER 1999.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E

HC026B