



COMPANIES FORM No. 395

Particulars of a charge

MIS/14 SEP/W

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

Name of company

* LYNBREL LIMITED

2116519

* Insert full name
of company

Date of creation of the charge

21st August 1987

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

MORTGAGE

Amount secured by the charge

1. As and when due for payment all sums now or hereafter falling due under a Sale Agreement dated 21st August 1987 and made between National Bus Company (1) ("the Chargee") and the Company (2)
2. Any other sum becoming due under the Mortgage with interest thereon (as well after as before any judgment obtained) from the date of the same becoming due until payment.
3. On a full indemnity basis all costs and expenses paid or incurred by the Chargee in connection with the actual or intended exercise of any power of the Chargee or of any receiver conferred by the Mortgage or by statute with interest thereon (as well after as before any judgment obtained) from the date when the same is paid or incurred by the Chargee until payment.

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

NATIONAL BUS COMPANY

172 Buckingham Palace Road

London

Postcode

SW1W 9TN

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

SLAUGHTER AND MAY
35 Basinghall Street
London EC2v 5DB

REF DJB/MOW/VL

For official Use
Mortgage Section

Post room

REGISTERED

3 SEP 1987



Time critical reference

Agreement for the sale and purchase of freehold property Castle Street Luton Bedfordshire dated 21st August 1987 and made between the Chargee and the Company.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Slaughter + May

Date 3rd September 1987

On behalf of [~~company~~][chargee]†

† 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.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 21st August 1987
and created by LYNBREL LIMITED for securing all moneys due or to become
due from the Company to National Bus Company under the terms of a Sale
Agreement of even date and under the terms of the Charge

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd September 1987

Given under my hand at the Companies Registration Office,
Cardiff the 10 SEP 1987

No. 2116519

E Church.

E. CHURCH

an authorised officer

Certificate and instrument received by

.....

.....

Date

C.69



COMPANIES FORM No. 395

Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

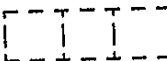
M 462 / Aug 27 / Cf.

Please complete
legibly, preferably
in black type, or
bold block lettering* Insert full name
of company

To the Registrar of Companies

For official use

Company number



2116519

Name of company

* LYNBREL LIMITED

Date of creation of the charge

21st AUGUST 1987

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

DEBENTURE

Amount secured by the charge

All moneys and liabilities which shall for the time being (and whether or
or at any time after such demand) be due owing or incurred to National
Bus Company ("NBC") by the Company whether actually or contingently
under or pursuant to Clause 6(F) of a Share Purchase Agreement dated
August 1987 and made between NBC, the Company and G.J. Cumming,
J.B. Hargreaves, D. Cordner, P.M. Grimes and P. Collins.

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

NATIONAL BUS COMPANY

172 BUCKINGHAM PALACE ROAD

LONDON

Postcode

SW1W 9TN

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

SLAUGHTER AND MAY
35 Basinghall Street,
London EC2V 5DB
(Ref: TNC./RCWT)

For official Use
Mortgage Section

REGISTERED

26 AUG 1987

Post room

COMPANIES REGISTRATION

26 AUG 1987

M

OFFICE

17

Time critical reference

Short particulars of all the property charged

Please do not write in this margin

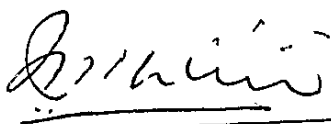
Please complete legibly, preferably in black type, or bold block lettering

- (a) a legal mortgage of all freehold and leasehold property of the Company now vested in it together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon;
- (b) a fixed charge over all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and all the goodwill and uncalled capital for the time being of the Company;
- (c) a fixed charge over all book debts and other debts now and from time to time due or owing to the Company;
- (d) a floating charge over all the other undertaking and assets of the Company whatsoever and wheresoever both present and future but so that the Company is not to be at liberty to create any mortgage or charge upon and so that no lien (except a lien arising in the ordinary course of business) shall in any case or in any manner arise or affect any part of the said premises either in priority to or pari passu with the charge

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 21st August, 1987

On behalf of [company][chargee]†

† 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.

Please do not
write in this
binding margin

Particulars of a charge (continued)

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

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

Company number

2116519

Name of company

LYNBREL

Limited*

*delete if
inappropriate

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

Please do not
write in this
binding margin

hereby created and further that the Company shall have no power without the consent of NBC to part with or dispose of any part of such premises except by way of sale in the ordinary course of its business.

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

ALL subject to (i) a legal mortgage over Castle Street, Luton, Bedfordshire LU1 3AJ dated August 1987 granted by the Company in favour of NBC to secure certain contingent liabilities specified in a Sale Agreement dated August 1987 and made between NBC and the Company and (ii) a mortgage debenture and fixed charges over certain property of the Company referred to in paragraph (a) above dated August 1987 and granted by the Company to National Westminster Bank PLC and any other or further charge of any nature replacing or in substitution for the same to secure principal moneys not exceeding £1,800,000.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 21st August 1987
and created by LYNBREL LIMITED for securing all moneys due or to become
due from the Company to National Bus Company pursuant to a Share Purchase
Agreement of even date

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 26th August 1987

Given under my hand at the Companies Registration Office,
Cardiff the -8 SEP 1987

No. 2116519

E. Church.
E. CHURCH

an authorised officer

Certificate and instrument received by

..... *LC*

..... *9/9*

Date

C.69



Companies Form No395

395

Particulars of a mortgage or charge

Please do not
write in this
binding margin

Pursuant to section 395 of the Companies Act 1985

M193 / 2 Nov / W

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

To the Registrar of Companies

For official use

Company number

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2116519

Name of Company

* Insert full name
of company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

13 October 1987

Description of the instrument creating or evidencing the charge

Mortgage Debenture

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

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

National Westminster Bank PLC

41 Lothbury

London

Postcode EC2P 2BP

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

National Westminster Bank PLC
Securities Department
King's Cross House
200 Pentonville Road
London N1 9HL

Presenter's Reference
and/or telephone number

60-13-28

01-239 8205/6

Time critical reference

For official use
Mortgage section

Post room

REGISTERED

2 - NOV 1987



Short particulars of all the property mortgaged or charged

(a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.

(b) A specific charge over all stocks shares or other securities in any subsidiary companies or any other company for the time being.

(c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.

(d) A specific charge over its goodwill and the benefit of any licences.

(e) A floating charge over the undertaking and all other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.

(f) A charge by way of legal mortgage over the undermentioned property if any and the proceeds of sale thereof:

- 1) Freehold property known as an Operational depot and offices situate at Fishpond Road Hitchin Hertfordshire Registered at H M Land Registry under title number HD 229595
- 2) Freehold property known as an Operational depot Head Office and Engineering Workshop situate at Castle Street Luton Bedfordshire Registered at H M Land Registry under title number BD 128969
- 3) Freehold property known as Operational Depot and Offices situate at Buckingham Street Aylesbury Buckinghamshire Registered at H M Land Registry under title number BM 101687
- 4) Freehold property known as a bus station situate at Conquer Lane Toddington Bedfordshire Registered at H M Land Registry under title number BD 128968

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

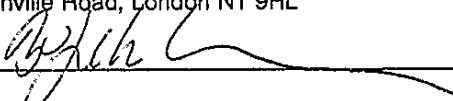
Particulars as to commission, allowance or discount


Nil

per pro
National Westminster Bank PLC
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

***2 NOV 1987**

Signed 

Date 
Authorised Signatory

On behalf of mortgagee

Notes

(a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc, as the case may be, should be given.

(b) The rate of interest payable under the terms of the Debentures should not be entered.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 13th October 1987
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to National Westminster Bank PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 2nd November 1987

Given under my hand at the Companies Registration Office,
Cardiff the -5 NOV 1987

No. 2116519

E Church.

E. CHURCH

an authorised officer

Certificate and instrument received by

..... *Le*

.....
Date *9/11*

C.69a

M

Please do not
write in
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COMPANIES FORM No. 395

395**Particulars of a mortgage or charge**

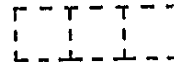
Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number



2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

12th October 1990

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

Mortgage Debenture

Amount secured by the mortgage or charge

- (i) all present and/or future indebtedness of Luton & District Transport Limited ("the Company") to NatWest Investment Bank Limited ("the Bank") on any current and/or other account with interest and bank charges and
- (ii) all other liabilities whatsoever of the Company to the Bank present or future actual and/or contingent and
- (iii) all costs charges and expenses howsoever incurred by the Bank in relation to this Mortgage Debenture and such indebtedness and/or liabilities on a full indemnity basis
- (iv) the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgment)

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

NatWest Investment Bank Limited

135 Bishopsgate

London

Postcode

EC2M 3UR

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

Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham B4 6BH

Ref: CIR/JMB 14092 075 6

Time critical reference

For official use
Mortgage section

19 OCT 1990

Post room

19 OCT 1990

BIRMINGHAM

Short particulars of all the property mortgaged or charged

- (i) by way of specific equitable charge all estates or interests in any freehold and leasehold property (except the legally mortgaged property) now and at any time during the continuance of this security belonging to or charged to the Company (the equitably charged property)
 - (ii) by way of specific charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the Company in any of its subsidiary companies
 - (iii) by way of specific charge all book debts and other debts now and from time to time due or owing to the Company and all the proceeds thereof
 - (iv) by way of specific charge its goodwill and the benefit of any licences held by or for the Company
 - (v) by way of floating security its undertaking and all its property assets and rights whatsoever and wheresoever present and/or future except those for the time being effectively charged by way of specific charge pursuant to the foregoing paragraphs
- With reference to the property assets and rights subject to the floating charge the Company shall not be at liberty without the consent in writing

* Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

[Signature]

Date 19th October 1990

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
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Particulars of a mortgage or charge (continued)

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

Company number

2116519

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

Name of company

*Delete if
inappropriate

LUTON & DISTRICT TRANSPORT

Limited*

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

Mortgage Debenture

Amount due or owing on the mortgage or charge (continued)

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legibly, preferably
in black type, or
bold block lettering

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

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

of the Bank to:-

- (a) create any mortgage or charge ranking in priority to or pari passu with that charge and/or
- (b) sell the whole or except in the ordinary course of business any part of the Company's undertaking.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 12th OCTOBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATWEST INVESTMENT BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 19th OCTOBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th OCTOBER 1990

No. 2116519

J Edwards
(J EDWARDS)

an authorised officer

C.69a

perf. 25/10/90



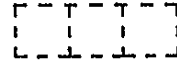
Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not
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this marginPlease complete
legibly, preferably
in black type or
bold black
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number



2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

12th October 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

- (i) all present and/or future indebtedness of Luton & District Transport Limited ("the Mortgagor") to NatWest Investment Bank Limited ("the Bank") on any loan current and/or other account with interest and bank charges and
- (ii) all other liabilities whatsoever of the Mortgagor to the Bank present future actual and/or contingent and
- (iii) all mortgagee's expenses which shall mean all such expenses normally allowed to a mortgagee on a settlement of accounts as between a mortgagor and a mortgagee and (on a full indemnity basis) all liabilities whatsoever incurred by the Bank (or any receiver appointed by it) on or in connection with or incidental to the Mortgaged Property or this security
- (iv) the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgement)

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

NatWest Investment Bank Limited

135 Bishopsgate

London

Postcode

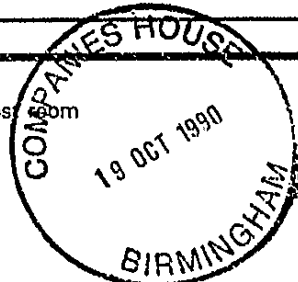
EC2M 3UR

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

Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham B4 6BH
Ref: CIR/JMB 14092 075 6

For official use
Mortgage section

19 OCT 1990



Time critical reference

Short particulars of all the property mortgaged or charged

1. Garston Garage, St. Albans Road, Watford, Hertfordshire registered at H M Land Registry under title number HD 238524 ("the Mortgaged Property")
2. By way of floating charge all moveable plant machinery implements utensils building materials furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

P. M. D. D.

Date

19th

October 1990

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.



FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 12th OCTOBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATWEST INVESTMENT BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 19th OCTOBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th OCTOBER 1990

No. 2116519

J. Edwards
(J. EDWARDS)

an authorised officer

C.69a

post 25/10/90

M

Please do not
write in
this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

m364

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

To the Registrar of Companies

For official use Company number

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2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

*Insert full name
of company

Date of creation of the charge

12th October 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

- (i) all present and/or future indebtedness of Luton & District Transport Limited ("the Mortgagor") to NatWest Investment Bank Limited ("the Bank") on any loan current and/or other account with interest and bank charges and
- (ii) all other liabilities whatsoever of the Mortgagor to the Bank present future actual and/or contingent and
- (iii) all mortgagee's expenses which shall mean all such expenses normally allowed to a mortgagee on a settlement of accounts as between a mortgagor and a mortgagee and (on a full indemnity basis) all liabilities whatsoever incurred by the Bank (or any receiver appointed by it) on or in the connection with or incidental to the Mortgaged Property or this security
- (iv) the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgement)

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

NatWest Investment Bank Limited

135 Bishopsgate

London

Postcode

EC2M 3UR

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

Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham B4 6BH

Ref: CIR/JMB 49092 075 6

Time critical reference

For official use
Mortgage section

19 OCT 1990

Post



Short particulars of all the property mortgaged or charged

1. Land and Buildings on the South Side of Fishponds Road, Hitchin, Hertfordshire registered at H M Land Registry under title number HD 229595
2. By way of floating charge all moveable plant and machinery implements utensils building materials furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Amend

Date 19th October 1990

On behalf of ~~company~~ [mortgagee/chargee]*

*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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition
5.89 F8728
5010503

Companies M395

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 12th OCTOBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATWEST INVESTMENT BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 19th OCTOBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th OCTOBER 1990

No. 2116519

perf 25/10/90.

J Edwards
(J EDWARDS)

an authorised officer

C.69a

M

COMPANIES FORM No. 395

395Please do not
write in
this margin**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

m1403c

Please complete
legibly, preferably
in black type or
bold block
lettering*Insert full name
of company

To the Registrar of Companies

For official use Company number

[] [] [] [] [] [] [] []

2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

12th October 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

- 22/10
- (i) all present and/or future indebtedness of Luton & District Transport Limited ("the Mortgagor") to NatWest Investment Bank Limited ("the Bank") on any loan current and/or other account with interest and bank charges and
 - (ii) all other liabilities whatsoever of the Mortgagor to the Bank present future actual and/or contingent and
 - (iii) all mortgagee's expenses which shall mean all such expenses normally allowed to a mortgagee on a settlement of accounts as between a mortgagor and a mortgagee and (on a full indemnity basis) all liabilities whatsoever incurred by the Bank (or any receiver appointed by it) on or in connection with or incidental to the Mortgaged Property or this security
 - (iv) the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgement)

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

NatWest Investment Bank Limited

135 Bishopsgate

London

Postcode

EC2M 3UR

Presenter's name, address and
reference (if any):Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham B4 6BH

Ref: CIR/JMB 14092 075 6

Time critical reference

For official use
Mortgage section

19 OCT 1990

Post room



Short particulars of all the property mortgaged or charged

1. Part of Golders Green Bus Station, North End Road, Golders Green, Barnet NW11 registered at H M Land Registry under title number NGL655742 ("the Mortgaged Property")
2. By way of floating charge all moveable plant machinery implements utensils building materials furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Piment H6

Date

19th

October 1990

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

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5010503

Companies M395

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 12th OCTOBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATWEST INVESTMENT BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 19th OCTOBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th OCTOBER 1990

No. 2116519

J Edwards
(J EDWARDS)

an authorised officer

C.69a

pos'd 25/10/90.

M

Please do not
write in
this margin

COMPANIES FORM No. 395**395****Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

12th October 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

- 22/10
- (i) all present and/or future indebtedness of Luton & District Transport Limited ("the Mortgagor") to NatWest Investment Bank Limited ("the Bank") on any loan current and/or other account with interest and bank charges and
 - (ii) all other liabilities whatsoever of the Mortgagor to the Bank present future actual and/or contingent and
 - (iii) all mortgagee's expenses which shall mean all such expenses normally allowed to a mortgagee on a settlement of accounts as between a mortgagor and a mortgagee and (on a full indemnity basis) all liabilities whatsoever incurred by the Bank (or any receiver appointed by it) on or in connection with or incidental to the Mortgaged Property or this security
 - (iv) the payment of interest on the foregoing day by day from demand until full discharge (as well after as before judgement)

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

NatWest Investment Bank Limited		
135 Bishopsgate		
London	Postcode	EC2M 3UR

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

Pinsent & Co
Post & Mail House
26 Colmore Circus
Birmingham B4 6BH
Ref: CIR/JMB 14092 075 6

For official use
Mortgage Section

19 OCT 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. Land and Buildings between Chapel Street and Castle Street, Luton, Bedfordshire registered at H M Land Registry under title number BD 128969 ("the Mortgaged Property")
2. By way of floating charge all moveable plant machinery implements utensils building materials furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property

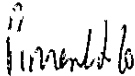
Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

19th

October 1990

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.
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Page 2



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Companies M395

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 12th OCTOBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATWEST INVESTMENT BANK LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 19th OCTOBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 25th OCTOBER 1990

No. 2116519

post 25/10/90

[Signature]
(J. LOWARDS)
an authorised officer

C.69a

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
binding margin

Pursuant to section 395 of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies

For official use

✓									
---	--	--	--	--	--	--	--	--	--

Company Number

2116519

M48

Name of Company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

2 November 1990

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

Legal Mortgage

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

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

National Westminster Bank PLC

41 Lothbury

London

Postcode

EC2P 2BP

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

13/11

National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road
London N1 9HL

Presenter's Reference
and/or telephone number

071-239 8205

LUTON MAKT HILL

For official use
Mortgage Section

REGISTERED

12 NOV 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

The property hereinafter described ('the property') and the proceeds of sale thereof together with a floating charge over all moveable plant machinery implements utensils furniture and equipment at any time placed upon or used in or about the property viz:

The leasehold property known as plot 6 Smeaton Close
Brunel Park Aylesbury Buckinghamshire more particularly
described in a Lease dated 2 November¹⁹⁹⁰ and made between
Aylesbury Vale District Council(1) Luton and District
Transport Limited(2)

Please do not
write in this
binding margin

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

Particulars as to commission allowance or discount

Nil

Per pro
National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

Signed 

Date

On behalf of mortgagee

12 NOV 1991
Authorized Signatory

Notes

- (a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.
- (b) The rate of interest payable under the terms of the Debentures should not be entered.

FILE COPY



CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 2nd NOVEMBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATIONAL WESTMINSTER BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 12th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 16th NOVEMBER 1990

No. 2116519

L/C.

16.11.90.

SL.

J Edwards
(J EDWARDS)

an authorised officer

C.69a

M
M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
binding margin

Pursuant to section 395 of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies

For official use

✓									
---	--	--	--	--	--	--	--	--	--

Company Number

2116519

Name of Company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

2nd November 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

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

National Westminster Bank PLC

41 Lothbury

London

Postcode

EC2P 2BP

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

National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road
London N1 9HL

Presenter's Reference
and/or telephone number

071-239 8205

Time critical reference

For official use
Mortgage Section

REGISTERED

12 NOV 1990

Post room



LUTON

Short particulars of all the property mortgaged or charged

The property hereinafter described ('the property') and the proceeds of sale thereof together with a floating charge over all moveable plant machinery implements utensils furniture and equipment at any time placed upon or used in or about the property viz:

The leasehold property known as Units 1-4 Smeaton Close
Brunel Park Aylesbury Buckinghamshire

Please do not
write in this
binding margin



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

Particulars as to commission allowance or discount

Nil

Per pro
National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

Signed _____ Date _____

On behalf of mortgagee _____ Authorised signatory _____

Notes

(a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.

(b) The rate of interest payable under the terms of the Debentures should not be entered.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 2nd NOVEMBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATIONAL WESTMINSTER BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 12th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 16th NOVEMBER 1990

No. 2 16519

L/C.

16.11.90.

SL.

J Edwards
(J EDWARDS)

an authorised officer

C.69a

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
binding margin

Pursuant to section 395 of the Companies Act 1985

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

* Insert full name
of company

To the Registrar of Companies

For official use

✓									
---	--	--	--	--	--	--	--	--	--

Company Number

2116519

M46

Name of Company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

2 November 1990

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

LEGAL MORTGAGE

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

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

National Westminster Bank PLC

41 Lothbury

London

Postcode

EC2P 2BP

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

(3/1)
National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road
London N1 9HL

Presentor's Reference
and/or telephone number
071-239 8205

For official use
Mortgage Section

REGISTERED

12 NOV 1990

Post room



Time critical reference

LUTON MKT HILL

Short particulars of all the property mortgaged or charged

The property hereinafter described ('the property') and the proceeds of sale thereof together with a floating charge over all moveable plant machinery implements utensils furniture and equipment at any time placed upon or used in or about the property viz:

The leasehold property known as plot 7A Smeaton Close
Brunel Park Aylesbury Buckinghamshire more particularly
described in a Lease dated 2 November 1990 and made between

- (1) Aylesbury Vale District Council
- (2) Luton & District Transport Limited

Please do not
write in this
binding margin

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

Particulars as to commission allowance or discount

Nil

Per pro
National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

Signed

Authorised

Date

On behalf of mortgagee

Notes

- (a) A description of the Instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.
- (b) The rate of interest payable under the terms of the Debentures should not be entered.

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 2nd NOVEMBER 1990
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to NATIONAL WESTMINSTER BANK PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 12th NOVEMBER 1990

Given under my hand at the Companies Registration Office,
Cardiff the 16th NOVEMBER 1990

No. 2116519

L/C.

16.11.90.

SS.

J Edwards
J EDWARDS

an authorised officer

C.69a

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

S166C

To the Registrar of Companies
(Address overleaf)

For official use

Company number



2116519 N

Name of company

* Luton & District Transport Limited

1. PETER COLLINS 16 PRINCES PLACE
of KNIGHTS FIELD LUTON

[a director][the secretary][the administrator][the administrative receiver] of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in full/part

Date and Description of charge: Debenture dated 21st August 1987

Date of Registration: 26th August 1987

Name and address of /chargee/trustee for the debenture holders/ National Bus Company
172 Buckingham Palace Road, London SW1W 9TN

Short particulars of property charged: undertaking and all property and assets present
and future including goodwill

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at 4 George Street
Luton in the County of Bedford

Declarant to sign below

P. Collins

the 15th day of July
one thousand nine hundred and ninety-two
before me G.J. Hall

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

Kimbell & Co,
352 Silbury Court,
Silbury Boulevard,
Milton Keynes,
Bucks. MK9 2HT

For official Use
Mortgage Section

REGISTERED
18 JUL 1992

Post room

COMPANIES HOUSE
18 JUL 1992
M H1



Particulars of a mortgage or charge

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

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

*Insert full name
of company

To the Registrar of Companies

For official use Company number

55 M165C
[] [] [] [] [] []

2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

Date of creation of the charge

19th October 1992

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

Rent Deposit Deed dated 19th October 1992 made between Peter Ernest Gooch (1) Luton & District Transport Ltd (2)

Amount secured by the mortgage or charge

The sum of £4,227.50 being monies paid to National Westminster Bank plc as a Rent Deposit Security in respect of the premises known as 17a Town Square, Stevenage, Hertfordshire being Leasehold Premises assigned to the Company by an Assignment made the 19th October 1992. The Rent Deposit secures the said sum of £4,227.50 and other monies from time to time payable pursuant to the Lease and to the Rent Deposit Deed consequent upon a Rent Review of the said Leasehold Premises in favour of the Landlord, Peter Ernest Gooch of The Lodge, Fosse Andre, St. Peter Port, Guernsey, Channel Islands

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

29/10
Peter Ernest Gooch

The Lodge, Fosse Andre, St. Peter Port, Guernsey, Channel Islands

Postcode

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

David Barney & Co.,
31a Queensway
Stevenage
Herts SG1 1DA

Ref 1/BB/Gooch (FSH)

Time critical reference

For official use
Mortgage section

27 OCT 1992

Post room

COMPANIES HOUSE
27 OCT 1992
M 73

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

The sum of £4227.50 standing in a Client Account in the name of David Barney & Co at their Bankers, National Westminster Bank plc, 6 Queensway, Stevenage, Hertfordshire and any interest payable thereon and such further monies as may be from time to time called upon pursuant to the Rent Deposit Deed after a Rent Review has taken place in respect of the Premises at 17A Town Square, Stevenage, Hertfordshire.

Particulars as to commission allowance or discount (note 3)

nil

Signed

David Barney & Co

Date

26th October 1992

On behalf of ~~[company]~~ [mortgagee/chargee]*

*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.



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

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

I hereby certify that a mortgage or charge dated the 19th OCTOBER 1992
and created by LUTON & DISTRICT TRANSPORT LIMITED

for securing £4,227.50 and all other moneys due or to become due from the
Company to PETER ERNEST GOOCH under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 27th OCTOBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 3rd NOVEMBER 1992

No. 2116519

Post
mc

P. Morris
P. MORRIS
an authorised officer

C.69

M

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this margin

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

*m586c**(1) HL
D.P*

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

To the Registrar of Companies

For official use

Company number

[1114]

2116519

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED ("the Company")

* insert full name
of company

Date of creation of the charge

11 August 1994

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

Fixed and Floating Charge ("the Charge")

Amount secured by the mortgage or charge

See Schedule 1 attached.

35/8

*This form has been refused as the list of
legally mortgaged property had been omitted.*

Refused 25/1/95

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

The First National Bank of Boston ("the Agent")

Bank of Boston House, P.O. Box 155, 39 Victoria Street

London

Postcode

SE1 OED

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

Taylor Joynson Garrett
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y ODX

RJD/RJH

Time critical reference

For official use
Mortgage Section

Post room

*RECEIVED
21 AUG 1994*

*COMM. SEC. USE
21 AUG 1994
92*

*16
31 8 94*

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legibly, preferably
in black type, or
bold block
lettering

See Schedule 2 attached.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Taylor Johnson Garrett

Date

24/8/94

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.

SCHEDULE 1Amount secured by the mortgage or charge

Each Further Guarantor hereby covenants with the Agent for the benefit of the Beneficiaries that it will (immediately when the same become due and payable or dischargeable) pay and discharge in full each Secured Obligation in the manner agreed in the loan agreement dated 4 May 1994, as amended by a supplemental agreement dated 8 July 1994, made between British Bus PLC (1) the Charging Guarantors (2), the banks and lending institutions named therein (3) and the Agent (4) (together "the Loan Agreement").

Definitions

- "Banks" means the Agent and any other person to whom they or any bank shall transfer or assign or has transferred or assigned any right or obligation pursuant to the Loan Agreement;
- "Beneficiaries" means each of the Agent, and Interest Rate Hedging Counterparty and the Banks;
- "Borrower" British Bus PLC (Company No. 2756876) and in addition (where the context admits), subject to the written consent of the Agent (which shall be granted or withheld in its absolute discretion) any Guarantor;
- "Charging Guarantor" the companies whose names and registered offices are set out in schedule 2 of the Charge (together "the Charging Guarantors" and each a "Charging Guarantor");
- "Further Guarantors" means the companies whose names and registered offices are set out in schedule 1 of the Charge (together "the Further Guarantors" and each "a Further Guarantor");
- "Guarantors" means the Charging Guarantors and in addition such definition shall include (where the context admits) any other subsidiary executing a guarantee pursuant to clause 8.1(ii) of the Loan Agreement;
- "Group" the Borrower, the Charging Guarantors, the Target Companies and their Subsidiaries (if any) (as defined in the Loan Agreement) from time to time;

- "Interest Rate Agreement" any agreement entered into or to be entered into between an Interest Rate Hedge Counterparty and the Borrower the effect of which is or is intended to be to limit the net amount of interest payable by the Borrower on the loan (or any option which if exercised would have such effect;
- "Interest Rate Hedge Counterparty" the Agent or any one of the Banks who enters into any Interest Rate Agreement with the Borrower;
- "Obligors" the Borrower and the Guarantors and any person providing security to the Agent in respect of all or any of the present or future or actual or contingent obligations or liabilities of any of the Obligors to all or any of the Beneficiaries under any Security Document to which any Obligor is a party (including a Target Company subject to Clause 8.4 of the Loan Agreement);
- "Secured Obligations" means the aggregate of:
- (a) the present or future, actual or contingent obligations of any Charging Guarantor, including, for the avoidance of doubt, any Further Guarantor, under the Loan Agreement;
 - (b) the present or future, actual or contingent obligations of any Charging Guarantor, including, for the avoidance of doubt, any Further Guarantor, under any Interest Rate Agreement; and
 - (c) all indemnification and expense reimbursement obligations of any Charging Guarantor, including, for the avoidance of doubt, any Further Guarantor, or any other grantor of security under any of the Security Documents

but there shall be excluded from this Charge any sum or liability which would otherwise cause this Charge to constitute unlawful financial assistance for the purposes of Section 151 of the Companies

Act 1985, save insofar as the relevant Further Guarantor complies with the requirements of Sections 155-158 Companies Act 1985 in respect of any such sum or liability;

"Security Documents" the Loan Agreement any Interest Rate Agreement and all other documents for the time being constituting security or relating to security for any Obligor's obligations under or pursuant to the Loan Agreement or a guarantee executed pursuant to the terms of the Loan Agreement and any of them;

"Subsidiary" means any company which now is or may hereafter become a subsidiary or a subsidiary undertaking of any Further Guarantor as defined by Section 736 of the Companies Act 1985 (as amended by the Companies Act 1989) or is a 51 per cent subsidiary of any Further Guarantor for the purposes of the Income and Corporation Taxes Act 1988; and

"Target Company" means those subsidiaries and companies in the same business as the Group which may be acquired by the Group utilising the finance available under the Loan Agreement.

SCHEDULE 2

Short particulars of all the property mortgaged or charged

1. The Company charged to the Agent by way of legal mortgage the freehold and/or leasehold property particulars whereof are set out in the list hereto including all fittings, fixtures, plant, equipment, machinery, tools and furniture thereon or relating thereto ("the Legally Mortgaged Property");
2. The Company charged to the Agent by way of specific equitable charge all the estate and interest of the Company in any freehold and/or leasehold property (except the Legally Mortgaged Property) and all fittings, fixtures, plant, equipment, machinery, tools, and furniture thereon or relating thereto, at the date of the Charge or at any time during the continuance of the Charge owned, acquired by or charged to the Company ("the Equitably Charged Property");
3. the Company assigned to the Agent:
 - (i) by way of fixed security all book and other debts, revenues and other sums of money (including cash at bank) and claims whether liquidated or unliquidated at the date of the Charge or at any future time belonging to or received or receivable by the Company and any bank accounts into which the same may be paid ("the Debts") and the benefit of all securities and guarantees for the same and all interest (if any) due or which becomes due in respect thereof; and
 - (ii) all buses, vehicles, chattels and other equipment now or at any time during the continuance of the security acquired by the Company save for any buses, vehicles, chattels and other equipment the subject of a finance lease together with any part or parts thereof and all additions, alterations, accessories, replacements and renewals of component parts thereof together with the benefit of any obligations and warranties given by any manufacturer or supplier of the same and all obligations and warranties given by any other party in respect of the same to or in favour of the Company and the benefit of all maintenance agreements entered into between the Company and any other party ("the Vehicles")

TO HOLD the same unto the Agent subject only to the proviso for redemption contained in the Charge;

4. the Company assigned to the Agent all its right, title, benefit and interest (whether present or future) in all monies which are at any time payable to it under any Interest Rate Agreement including, without prejudice to the generality of the foregoing, all claims for damages or other remedies in respect of any breach thereof;
5. charges to the Agent by way of fixed charge all its right, title and interest in and to:
 - (i) all stocks, shares and other interests from time to time held by or belonging to the Company including, without prejudice to the generality of the foregoing, loan capital both present and future in and from any company which now is or may hereafter become a subsidiary or a subsidiary undertaking of the company as defined in Section 736 of the Companies Act 1985 (as amended by the Companies Act 1989) or is a 51 per cent subsidiary of the Company for the purpose of the Income and Corporation Taxes Act 1988 ("a Subsidiary") and/or in or from any other company, firm, consortium or entity wheresoever situating including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect thereof;
 - (ii) its present and future goodwill and uncalled capital;
 - (iii)
 - (a) all patents, inventions, designs, copyrights, trade marks, service marks, knowhow, confidential information, semi-conductor, topographies, plant breeders rights and all other similar proprietary rights which may subsist in any part of the world, whether registered or unregistered including where such rights are obtained or enhanced by registration, any registration of such rights and applications for such registration and rights to apply for such registration;
 - (b) all licences and permissions in connection with any of such rights; and

- (c) all rights to institute and maintain proceedings against any person who has infringed any of such rights subject to any necessary third party's consent being obtained ("the Intellectual Property"); and
 - (iv) any proceeds of any insurance of all assets, rights and property of the Company which is at the time of the Charge or may thereafter become subject to the Charge including, without limitation, the Securities, to the extent the same are not otherwise subject to a fixed charge hereunder; and
6. The Company charged to the Agent by way of floating charge the remainder of its undertaking, property, rights and assets both present and future and wheresoever situate.

NOTE: The Charge contains the following covenants:

1. the Company shall not (and shall ensure that none of its Subsidiaries shall) except with the prior written consent of the Agent:
- (a) sell, assign, discount, factor, compound or release any debts or other sums of money (including cash at bank) now or at any time belonging to or received or receivable by it (save minor bad debts) or do anything whereby the recovery of the same may be impeded, delayed or prevented;
 - (b) create, agree to create, or allow to remain outstanding any mortgage, charge, assignment by way of security, pledge, lien or other encumbrance or security interest of any kind (other than a lien arising in the ordinary course of business by operation of law) or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect but excluding finance leases in respect of equipment buses or other Vehicles;
 - (c) guarantee the obligations of or indemnify any person whatsoever (other than any other Further Guarantor) save in the normal course of trading;
 - (d) save for full consideration in money or money's worth dispose of or sell any Subsidiary or sell, transfer, lend or otherwise dispose of the whole

or any substantial part of its undertaking or assets; and

- (e) redeem or purchase its own shares or provide financial assistance therefor (other than financial assistance which arises as a result of entering into the Security Documents) or pay an abnormal amount by way of dividend.
2. During the continuance of the security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to the Legally Mortgaged Property or the Equitably Charged Property or any part thereof be exercisable by the Company nor shall the Company part with possession of the same or any part thereof nor confer any licence, right or interest to occupy nor grant any licence or permission to assign, underlet or part with possession of the same or any part thereof nor agree (whether the Company is landlord or tenant) suffer or permit any variation or addition to the provisions of any lease, tenancy or licence or any determination or extension of the term thereof (including, without prejudice to the generality of the foregoing, any lease by which any part of the same is demised) without in every such case obtaining the prior written consent of the Agent.

LIST OF LEGALLY MORTGAGED PROPERTY

Luton & District Transport Limited(Company No.2116519)

All that freehold property and any buildings erected thereon or on some part thereof being land and buildings between Chapel Street and Castle Street Luton Bedfordshire all which property is registered at HM Land Registry under Title Absolute with title number BD128969.

All that freehold property and any buildings erected thereon or on some part thereof being Granville Place and adjoining land Aylesbury Buckinghamshire all which property is registered at HM Land Registry under Title Absolute with title number BM101687.

All that freehold property and any buildings erected thereon or on some part thereof known as Garston Garage, St Alban's Road Watford Hertfordshire all which property is registered at HM Land Registry with Title Absolute under title number HD238524.

All that freehold property and any buildings erected thereon or on some part thereof being the site of the Bus Depot Fishponds Road Hitchin Hertfordshire all which property is registered at HM Land Registry with Title Absolute under title number HD229595.

All that leasehold property and any buildings erected thereon or on some part thereof being unit 7A Brunel Park Brunel Road (now Smeaton Close) Aylesbury Buckinghamshire all which property is registered at HM Land Registry with Title Absolute under title number BM157209.

All that leasehold property and any buildings erected thereon or on some part thereof being Unit 6 Brunel Park Brunel Road (now Smeaton Close) Aylesbury, Buckinghamshire all which property is registered at HM Land Registry with Title Absolute under title number BM157210.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02116519

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 11th AUGUST 1994 AND CREATED BY LUTON & DISTRICT TRANSPORT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO THE FIRST NATIONAL BANK OF BOSTON "THE AGENT" UNDER THE TERMS OF THE LOAN AGREEMENT DATED 4th MAY 1994, ANY INTEREST RATE AGREEMENT, OR ANY OTHER SECURITY DOCUMENT (AS DEFINED IN THE CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 1994.

A handwritten signature in dark ink, appearing to read 'P. Davies'.

PHIL DAVIES

for the Registrar of Companies



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

HC026B

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this margin

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

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

Name of company

* LUTON & DISTRICT TRANSPORT LIMITED

* insert full name
of company

Date of creation of the charge

11 August 1994

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

Charge over Shares

Amount secured by the mortgage or charge

See Schedule 1 attached.

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

The First National Bank of Boston ("the Agent")

Bank of Boston House, P.O. Box 155, 39 Victoria Street

London

Postcode

SE1 OED

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

Taylor Joynson Garrett
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y ODX

RJD/RJH

Time critical reference

For official use
Mortgage Section

Post room

BANK OF BOSTON HOUSE
26 AUG 1994
92

2116519

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

See Schedule 2 attached.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Taylor Joynton Garrett

Date

24-8-94

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.

SCHEDULE 1Amount secured by the mortgage or charge

All monies and liabilities which now are or may at the date of the Charge or may at any time or times thereafter be due, owing or incurred by each Borrower to the Beneficiaries under the loan agreement dated 4 May 1994, as amended by a supplemental loan agreement dated 8 July 1994, made between British Bus PLC (1), the Charging Guarantors (2), the Banks (3) and the Agent (4) ("the Loan Agreement") and by the Company to the Beneficiaries under the guarantee dated 4 May 1994, as confirmed by a deed of confirmation dated 6 July 1994, made between British Bus PLC and the Charging Guarantors and the Agent as supplemented by a deed of admission dated 11 August 1994 made between the Company and the Charging Guarantors, the Further Guarantors, including the Company, and the Agent ("the Deed of Admission") ("the Group Guarantee") in the manner agreed under the Loan Agreement ("the Indebtedness").

- "Banks" means those banks and lending institutions from time to time party to the Loan Agreement;
- "Beneficiaries" means each of the Agent, the Banks and any Interest Rate Hedge Counterparty;
- "Borrower" British Bus PLC (Company No. 2756876) and in addition (where the context admits), subject to the written consent of the Agent (which shall be granted or withheld in its absolute) any Charging Guarantor;
- "Charging Guarantor" the companies whose names and registered offices are set out in Schedule 1 of the Loan Agreement (together "the Charging Guarantors" and each a "Charging Guarantor");
- "Further Guarantor" the companies whose, names, company numbers and registered offices are set out in Schedule 2 of the Deed of Admission ("the Further Guarantors" and each "a Further Guarantor");
- "Interest Rate Agreement" means any agreement entered into or to be entered into between an Interest Rate Hedge Counterparty

and the Borrower the effect of which is or is intended to be to limit the net amount of interest payable by the Borrower under the loan facility (or any option which if exercised would have such effect); and

"Interest Rate Hedge Counterparty"

means the Agent or any one of the Bank who enters into any Interest Rate Agreement with the Borrower.

SCHEDULE 2Short particulars of all the property mortgaged or charged

The Company hereby declares that the shares or other securities deposited by the Company with the Agent (or at the Agent's discretion transferred by the Company or at its order to trustees for or nominees of the Agent) (hereinafter called "the Securities" which expression shall include any bonus stock or shares or other new securities of a similar nature which may at any time during the currency of this security be issued in respect of any of the Securities) are so deposited or transferred and stand charged to the Agent as agent and trustee for the Beneficiaries to secure the due payment and discharge of the Indebtedness.

<u>No. of Shares</u>	<u>Type of Share</u>	<u>Company</u>
1,614,000	Ordinary Shares of £1.00 each	Clydeside 2000 Plc
2,500	Ordinary Shares of £1.00 each	Green Line Travel Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02116519

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 11th AUGUST 1994 AND CREATED BY LUTON & DISTRICT TRANSPORT LIMITED FOR SECURING ALL MONIES DUE FROM BRITISH BUS PLC, ANY CHARGING GUARANTOR AND BY THE COMPANY TO THE FIRST NATIONAL BANK OF BOSTON (AS AGENT AND TRUSTEE FOR EACH OF THE BENEFICIARIES) UNDER THE GUARANTEE DATED 4th MAY 1994 AS CONFIRMED BY A DEED OF CONFIRMATION DATED 8th JULY 1994 AS SUPPLEMENTED BY A DEED OF ADMISSION DATED 11th AUGUST 1994 (ALL AS DEFINED IN THE CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 1994.

M. Ibrahim
M. IBRAHIM DAF.

for the Registrar of Companies



COMPANIES HOUSE

PAST
31/7/94

HC026B

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Particulars of a charge

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For Official Use

Company Number

Name of company

Luton & District Transport Limited

*Insert full name
of company

Date of creation of the charge

15th August 1994

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

Letter of Charge and Set-off over credit balances

Amount secured by the charge

All moneys and liabilities (actual or contingent) for the time being owing by the Company and the other Principal Debtors or any of them to the Bank under the Working Capital Facility Letter together with interest, discount, commission and all other charges and expenses.

"Principal Debtors" means the companies listed in the first Schedule to the Letter of Charge
"Working Capital Facility Letter" means the working capital facility letter dated 15th August 1994 addressed to the Bank from the Principal Debtors making available a working capital facility of up to £6,000,000 (including any amendment, variation, restatement or renewal thereof or any supplemental thereto).

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

The Governor and Company of the Bank of Scotland ("the Bank") 38 Threadneedle Street,
London

Postcode EC2P 2EH

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

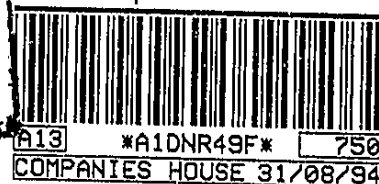
Bank of Scotland
Legal Services Department, 1st Floor,
1 Angel Court
London EC2R 7HJ
Ref: Legal/NG

Time critical reference

For Official Use
Mortgage section

31 AUG 1994

Post Room



Short particulars of all the property charged

All moneys now or at any time hereafter standing to the credit of any account or accounts of the Company in the Bank's books.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

For the Bank of Scotland

Signed



On behalf of (company)(chargee) *

Date

30/8/94

* delete as appropriate

Legal Assistant / Assistant Manager

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. 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. 02116519

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LETTER OF CHARGE AND SET-OFF CREDIT BALANCES DATED THE 15th AUGUST 1994 AND CREATED BY LUTON & DISTRICT TRANSPORT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE TERMS OF THE WORKING CAPITAL FACILITY LETTER DATED 15th AUGUST 1994 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd SEPTEMBER 1994.

A handwritten signature in dark ink, appearing to read 'Phil Dabell'.

PHIL DABELL

for the Registrar of Companies

