

## **NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD**

Companies House regrets that the microfiche record for this company contain some documents which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

# M

COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

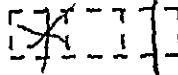
Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

M85

Please complete  
legibly, preferably  
in black type, or  
bold black letteringInsert full name  
of companyTo the Registrar of Companies  
(Address overleaf)

For official use Company number



2328561

Name of company

\* LONDON UNITED BUSWAYS LIMITED

Date of creation of the charge

4 February 1994

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

Fixed Charge by way of Legal Mortgage ("the Mortgage") dated 4 February 1994 and made between the Company (1) and London Regional Transport ("LRT") (2)

Amount secured by the mortgage or charge

All amounts of whatever nature which are or may become payable by the Company under the Deed of Debenture dated 4 February 1994 and made between the Company (1) and LRT (2) (as from time to time varied in any manner or respect whatsoever)

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E... The Co

T A Deed of Indenture dated 4/2/94  
and this Charge.

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

London Regional Transport (and its successors in title and assigns)

55 Broadway

London

Postcode

SW1H 0BD

Presentor's name address and  
reference (if any):Freshfields  
65 Fleet Street  
London EC4Y 1HS

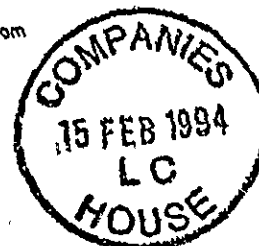
Ref: GNP/JF (Job No. 2.wff)

For official Use  
Mortgage Section

REGISTERED

15 FEB 1994

Postroom



Time critical reference

Short particulars of all the property mortgaged or charged

Firstly (by first fixed charge by way of legal mortgage) all the freehold property known as . . .  
Fulwell Garage Wellington Road Fulwell TW2 5NX as the same was comprised in the  
London Regional Transport (London United Busways Limited) Transfer Scheme 1993;  
and

Secondly (by first fixed charge) all the right, title and interest of the Company to and in  
any proceeds of any present or future insurance of the property firstly described.

Note: The Mortgage contains restrictions on dealings in the charged property by the  
Company, and in particular Clause 6.1 (a) (i) comprises a covenant by the Company with  
LRT not to create or attempt to create or permit to exist any Security Interest to arise on  
or affect the property firstly and secondly described above howsoever ranking in priority  
to the charges contained in the Mortgage except with the prior written consent of LRT.  
"Security Interest" is defined in the Mortgage as any mortgage, charge, debenture,  
pledge, right of set-off, right of deduction, lien or other security interest or encumbrance  
whatsoever, including such as arises or is imposed by operation of law or any enactment.

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legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount

None

Signed Freghfield

Date 15 february 1994

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

\*  
delete as  
appropriate

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE 4th FEBRUARY 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON REGIONAL TRANSPORT UNDER THE TERMS OF A DEBENTURE DATED 4 FEBRUARY 1994 AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 1994.

*P. Jones*  
P. JONES

for the Registrar of Companies



C O M P A N I E S   H O U S E

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COMPANIES FORM No. 395

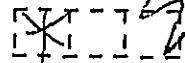
**Particulars of a mortgage or charge****395**Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



2328561

Name of company

\* LONDON UNITED BUSWAYS LIMITED

Date of creation of the charge

4 February 1994

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

Fixed Charge by way of Legal Mortgage ("the Mortgage") dated 4 February 1994 and  
made between the Company (1) and London Regional Transport ("LRT") (2)

Amount secured by the mortgage or charge

All amounts of whatever nature which are or may become payable by the Company  
under the Deed of Debenture dated 4 February 1994 and made between the  
Company (1) and LRT (2) (as from time to time varied in any manner or respect  
whatsoever)

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E.. The Co

T.. A Deed of Debenture dated 4/2/94  
and this Charge.

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

London Regional Transport (and its successors in title and assigns)

55 Broadway

London

Postcode

SW1H 0BD

Presentor's name address and  
reference (if any):Freshfields  
65 Fleet Street  
London EC4Y 1HS

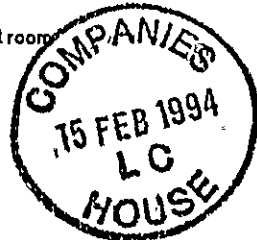
Ref: GNP/JF (Job No. 2.wff)

For official Use  
Mortgage Section

REGISTERED

15 FEB 1994

Post room



Firstly (by first fixed charge by way of legal mortgage) all the freehold property known as Hounslow Garage Kingsley Road Hounslow TW3 1PA as the same was comprised in the London Regional Transport (London United Busways Limited) Transfer Scheme 1993; and

Secondly (by first fixed charge) all the right, title and interest of the Company to and in any proceeds of any present or future insurance of the property firstly described.

Note: The Mortgage contains restrictions on dealings in the charged property by the Company, and in particular Clause 6.1 (a) (i) comprises a covenant by the Company with LRT not to create or attempt to create or permit to exist any Security Interest to arise on or affect the property firstly and secondly described above howsoever ranking in priority to the charges contained in the Mortgage except with the prior written consent of LRT. "Security Interest" is defined in the Mortgage as any mortgage, charge, debenture, pledge, right of set-off, right of deduction, lien or other security interest or encumbrance whatsoever, including such as arises or is imposed by operation of law or any enactment.

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legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount

None

Signed

*Freshfield*

Date

*15 February 1994*

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

\*  
delete as  
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE 4th FEBRUARY 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON REGIONAL TRANSPORT UNDER THE TERMS OF A DEED OF DEBENTURE DATED 4 FEBRUARY 1994 AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 1994.

*P. Jones*  
P. JONES

for the Registrar of Companies



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

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# M

COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

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Pursuant to section 395 of the Companies Act 1985

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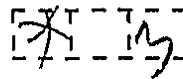
Please complete  
legibly, preferably  
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bold block lettering

Insert full name  
of company

To the Registrar of Companies  
(Address overleaf)

For official use

Company number



2328561

Name of company

\* LONDON UNITED BUSWAYS LIMITED

Date of creation of the charge

4 February 1994

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

Fixed Charge by way of Legal Mortgage ("the Mortgage") dated 4 February 1994 and  
made between the Company (1) and London Regional Transport ("LRT") (2)

Amount secured by the mortgage or charge

All amounts of whatever nature which are or may become payable by the Company  
under the Deed of Debenture dated 4 February 1994 and made between the  
Company (1) and LRT (2) (as from time to time varied in any manner or respect  
whatsoever)

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E.. The Co

T.. A Debenture dated 4/2/94 and this  
Charge

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

London Regional Transport (and its successors in title and assigns)

55 Broadway

London

Postcode

SW1H 0BD

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

Freshfields  
65 Fleet Street  
London EC4Y 1HS

Ref: GNP/JF (Job No. 2.wff)

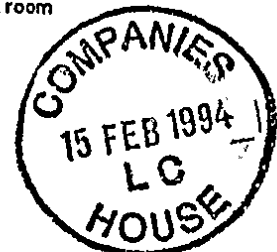
For official Use

Mortgage Section

REGISTERED

15 FEB 1994

Post room



Time critical reference



Firstly (by first fixed charge by way of legal mortgage) all the freehold property known as Shepherds Bush Garage Wells Road Shepherds Bush W12 8DA as the same was comprised in the London Regional Transport (London United Busways Limited) Transfer Scheme 1993; and

Secondly (by first fixed charge) all the right, title and interest of the Company to and in any proceeds of any present or future insurance of the property firstly described.

Note: The Mortgage contains restrictions on dealings in the charged property by the Company, and in particular Clause 6.1 (a) (i) comprises a covenant by the Company with LRT not to create or attempt to create or permit to exist any Security Interest to arise on or affect the property firstly and secondly described above howsoever ranking in priority to the charges contained in the Mortgage except with the prior written consent of LRT. "Security Interest" is defined in the Mortgage as any mortgage, charge, debenture, pledge, right of set-off, right of deduction, lien or other security interest or encumbrance whatsoever, including such as arises or is imposed by operation of law or any enactment.

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

Particulars as to commission allowance or discount

None

Signed

*F. W. Hield*

Date

*15 February 1994*

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

\* delete as appropriate

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE 4th FEBRUARY 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON REGIONAL TRANSPORT UNDER THE TERMS OF A DEBENTURE DATED 4 FEBRUARY 1994 AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 1994.

*P. Jones*  
P. JONES

for the Registrar of Companies



COMPANIES HOUSE

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# M

COMPANIES FORM No. 395

# 395

## Particulars of a mortgage or charge

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Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

For official use

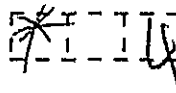
Company number

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

Name of company

\* LONDON UNITED BUSWAYS LIMITED

\* insert full name  
of company



2328561

Date of creation of the charge

4 February 1994

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

Fixed Charge by way of Legal Mortgage ("the Mortgage") dated 4 February 1994 and made between the Company (1) and London Regional Transport ("LRT") (2)

Amount secured by the mortgage or charge

All amounts of whatever nature which are or may become payable by the Company under the Deed of Debenture dated 4 February 1994 and made between the Company (1) and LRT (2) (as from time to time varied in any manner or respect whatsoever)

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A

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A Deed of Debenture dated 4/2/94 and this charge.

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

London Regional Transport (and its successors in title and assigns)

55 Broadway

London

Postcode

SW1H OBD

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

Freshfields  
65 Fleet Street  
London EC4Y 1HS

Ref: GNP/JF (Job No. 2.wff)

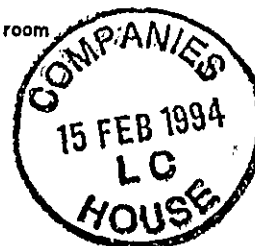
For official Use

Mortgage Section

REGISTERED

15 FEB 1994

Post room



Time critical reference

Firstly (by first fixed charge by way of legal mortgage) all the freehold property known as Stamford Brook Garage Chiswick High Road Chiswick W4 1SY as the same was comprised in the London Regional Transport (London United Busways Limited) Transfer Scheme 1993; and

Secondly (by first fixed charge) all the right, title and interest of the Company to and in any proceeds of any present or future insurance of the property firstly described.

Note: The Mortgage contains restrictions on dealings in the charged property by the Company, and in particular Clause 6.1 (a) (i) comprises a covenant by the Company with LRT not to create or attempt to create or permit to exist any Security Interest to arise on or affect the property firstly and secondly described above howsoever ranking in priority to the charges contained in the Mortgage except with the prior written consent of LRT. "Security Interest" is defined in the Mortgage as any mortgage, charge, debenture, pledge, right of set-off, right of deduction, lien or other security interest or encumbrance whatsoever, including such as arises or is imposed by operation of law or any enactment.

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legibly, preferably  
in black type or  
bold block lettering

Particulars as to commission allowance or discount

None

Signed

*Freshfield*

Date

*15 February 1994*

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

\*  
delete as  
appropriate

The address of the Registrar of Companies is: -

Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE DATED THE 4th FEBRUARY 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON REGIONAL TRANSPORT UNDER THE TERMS OF A DEED OF DEBENTURE DATED 4 FEBRUARY 1994 AND THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th FEBRUARY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th FEBRUARY 1994.

*P. Jones*  
P. JONES

for the Registrar of Companies



COMPANIES HOUSE

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# M

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[1][1][7]

2328561

Name of company

\* LONDON UNITED BUSWAYS LIMITED (the "Company")

Date of creation of the charge

5 November 1994

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

Legal Charge dated 5 November 1994 (the "Legal Charge") made between the Company and Midland Bank plc (the "Bank")

Amount secured by the mortgage or charge

All monies and liabilities now or at any time after the date of the Legal Charge due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of the Bank.

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

Midland Bank plc, Poultry, London

Postcode

EC2P 2BX

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

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

JEG/533589

Time critical reference

For official use  
Mortgage Section

Post room



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legibly, preferably  
in black type, or  
bold block  
lettering

The Company as beneficial owner charges to the Bank under the Legal Charge:

- 1.1 by way of legal mortgage the property known as Hounslow Bus Garage, Kingsley Road registered at H.M. Land Registry under title numbers AGL40738, AGL40740, NGL373973, MX245419, MX241995, MX236370 and MX319195 together with all fixtures and fittings at the date of the Legal Charge or at any time thereafter on the property (the "Property" which expression shall include the whole or any part or parts thereof) with the intent that the security thereby constituted shall extend to and include the Company's beneficial interest in the Property or in the proceeds of sale thereof;
- 1.2 the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property; and
- 1.3 the goodwill of the Company in relation to the business from time to time carried on at the Property.
- 2 Under the Legal Charge, the Company covenants with the Bank that

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Macfarlanes*

Date 10 November 1994

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

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Please do not  
write in this  
binding margin

the Company will not at any time during the subsistence of the security created by the Legal Charge create or permit to subsist any mortgage charge pledge lien or other encumbrance in relation to the Property securing any obligation of any person without the prior consent of the Bank.

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



Please do not  
write in this  
binding margin

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

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 5th NOVEMBER 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 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

# 395

Pursuant to section 395 of the Companies Act 1985

**To the Registrar of Companies**

**For official use**

Company number

7-7-8

2328561

Name of company

**"LONDON UNITED BUSWAYS LIMITED (the "Company")**

\* insert full name  
of company

**Date of creation of the charge**

5 November 1994

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

Legal Charge dated 5 November 1994 (the "Legal Charge") made between the Company and Midland Bank plc (the "Bank")

**Amount secured by the mortgage or charge**

All monies and liabilities at or at any time after the date of the Legal Charge due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of the Bank.

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

**Midland Bank plc, Poultry, London**

Postcode

EC2P 2BX

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

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

JEG/533589

### Time critical reference

For official use  
Mortgage Section

1 Post room



KLO \*K8YRI69E\* 1726  
COMPANIES HOUSE 11/11/94

The Company as beneficial owner charges to the Bank under the Legal Charge:

- 1.1 by way of legal mortgage the property known as Part Wells Road Bus Garage, Shepherds Bush registered at H.M. Land Registry under title numbers BGL9977, BGL11256, 104858, LN96441, LN112862, 168738 and 120796 together with all fixtures and fittings at the date of the Legal Charge or at any time thereafter on the property (the "Property" which expression shall include the whole or any part or parts thereof) with the intent that the security thereby constituted shall extend to and include the Company's beneficial interest in the Property or in the proceeds of sale thereof;
- 1.2 the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property; and
- 1.3 the goodwill of the Company in relation to the business from time to time carried on at the Property.
- 2 Under the Legal Charge, the Company covenants with the Bank that the Company will not at any time during the subsistence of the

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legibly, preferably  
in black type, or  
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lettering

Particulars as to commission allowance or discount (note 3)

N11

Signed *Macfarlane*

Date 10 November 1994

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.

2328561

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binding margin

security created by the Legal Charge create or permit to subsist any mortgage charge pledge lien or other encumbrance in relation to the Property securing any obligation of any person without the prior consent of the Bank.

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

Please do not  
write in this  
binding margin

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

2328561

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security created by the Legal Charge create or permit to subsist any mortgage charge pledge lien or other encumbrance in relation to the Property securing any obligation of any person without the prior consent of the Bank.

Please complete  
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in black type, or  
bold block lettering

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



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

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

COMPANY No. 02328361

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 5th NOVEMBER 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th NOVEMBER 1994.

A handwritten signature in dark ink, appearing to read 'M. L. Jones'.

M. L. JONES

for the Registrar of Companies



**C O M P A N I E S   H O U S E**

HC026B

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CHA 116

Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Name of company

\* LONDON UNITED BUSWAYS LIMITED ("the Company")

Date of creation of the charge

5 November 1994

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

Fixed and Floating Charge dated 5 November 1994 (the "Charge") made between the Company, London United Busways 1994 Limited (the "Purchaser") and Midland Bank plc (the "Bank").

Amount secured by the mortgage or charge

14/11

All monies, obligations and liabilities whatsoever which at the date of the Charge are or at any time thereafter may become due, owing or payable, in any currency, to the Bank by the Company, whether actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any current or other account, with reference to any bill, note or other security, in connection with any advance, loan, credit, instrument, guarantee or indemnity made or issued to, for or at the request of the Company, under the Facility Agreement dated 5 November 1994 made between the Bank and the Purchaser (the "Facility Agreement"), the overdraft and letter of credit facility made available by the Bank under a facility letter dated 5 November 1994 addressed by the Bank to the Company and the Purchaser (the "Working Capital Facility") or the unlimited multilateral guarantee dated 5 November 1994 executed by the Company and the Purchaser in favour of the Bank (the "Guarantee") or otherwise, or in any other manner whatsoever, including (both before and after any demand or judgment) interest,

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

Midland Bank plc, Poultry, London

Postcode

EC2P 2BX

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

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

JEG/533589

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

- 1 The Company as beneficial owner:-
- 1.1 assigns and transfers to the Bank:-
- 1.1.1 all its right, title, interest and benefit in and to the insurance policies effected in respect of the death or permanent total disablement of David Humphrey and Stephen Lawes, in accordance with the terms of the Facility Agreement (the "Insurance Policies"), including all rights to receive payment of any amounts payable to the Company thereunder and all payments received thereunder and all rights of action in respect of any breach thereunder; and
- 1.1.2 all its right, title, interest and benefit in and to the Acquisition Agreement dated 5 November 1994 made between London Regional Transport, the Company and the Purchaser;
- 1.2 charges to the Bank, by way of first fixed charge:
- 1.2.1 all freehold and leasehold properties together with all buildings,

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Macfarlanes*

Date 10 November 1994

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 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 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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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commission, fees and discount at such rate or rates as shall be agreed from time to time and all banking, legal and other costs, charges and expenses whatsoever (on a full indemnity basis) and also all losses and damages that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Charge, the Facility Agreement, the Working Capital Facility or the Guarantee or any other arrangement or agreement between the Company and the Bank.

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

The Charge secures further advances and the Bank is, subject to and upon the terms and conditions of the Working Capital Facility, under an obligation to make further advances.

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# Particulars of a mortgage or charge (continued)

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

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

Company Number

2841771

Name of Company

LONDON UNITED BUSWAYS

Limited\*

\* delete if  
inappropriate

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

fixtures and fittings thereon acquired by the Company after the date of the Charge;

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

- 1.2.2 all present and future goodwill of the Company and all uncalled capital for the time being of the Company;
- 1.2.3 all patents, patent applications, trade marks or applications therefor, service marks or applications therefor, trade names, registered designs, design rights, copyrights, know-how and other rights in intellectual property for the time being owned by the Company including all fees, royalties and other income or rights derived therefrom or incidental thereto, including (without limitation) the registered trade marks and unregistered trade marks more particularly described in paragraph 4 below;
- 1.2.4 all right, title and interest of the Company for the time being in all equipment, plant and machinery at the date of the Charge or thereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto, excluding the Bus Fleet (as defined below);
- 1.2.5 all right, title and interest of the Company (if any) for the time being in any buses for the time being owned by the Company or the Acquiree (the "Bus Fleet") including any insurance and sale proceeds deriving therefrom and the benefit of all warranties, guarantees and other rights relating thereto;
- 1.2.6 all right, title and interest of the Company for the time being to and in any present or future insurances for the time being and any proceeds thereof (other than the Insurance Policies and the insurances described in paragraph 1.2.5 above);
- 1.2.7 all investments, stocks, shares, bonds and securities of any kind whatsoever, whether marketable or otherwise, and all other interests in any person (including but not limited to loan capital), owned by the Company including all allotments offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof (together "the Securities") but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Securities;
- 1.2.8 all right, title and interest of the Company in any rebates of hire payments arising under certain clauses of the Master Lease Purchase Agreement dated 5 November 1994 made between the Purchaser and SocGen Lease Limited;
- 1.2.9 all book debts and other debts and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any security interests and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notices and negotiable instruments of any description at any time owned or held by the Company, but excluding the Proceeds of Debts (as defined in paragraph 1.2.10 below) (the "Debts"); and

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

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in black type, or  
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binding marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering

1.2.10 if the Bank so requires after the security constituted by the Charge has become enforceable any cash or any amounts standing to the credit of any bank (or other) account of the Company from time to time, in each case deriving from the collection, payment, realisation or enforcement of any Debts (the "Proceeds of Debts"); and

1.3 charges to the Bank, by way of first floating charge, all the undertaking of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade) and whether or not expressed to be mortgaged or charged to the Bank if and to the extent that such property, assets and rights are not or have ceased to be effectively mortgaged or charged or assigned by way of mortgage or fixed charge.

2 The Charge provides that the Bank may from time to time by written notice to the Company convert the floating charge described in paragraph 1.3 above into a fixed charge as regards any part of the property, assets, undertaking and rights for the time being subject to the security interests created by the Charge ("Charged Property") if the Bank considers (in its sole discretion) that such part of the Charged Property, or the Bank's security interest in it, is or may be in danger of being seized or subjected to any distress or execution or otherwise in jeopardy. In addition (and without prejudice to any other circumstances in which such floating charge may crystallise) such floating charge shall automatically and immediately be converted into a fixed charge as regards any part of the Charged Property if the Company creates or attempts to create a fixed charge in favour of another person over such part of the Charge Property or disposes or attempts to dispose of such part of the Charged Property otherwise than as permitted by the Facility Agreement.

3 It is a term of the Charge and the Charge contains a covenant that the Company will not, without the prior written consent of the Bank:-

3.1 create or purport to create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance on or in relation to the Charged Property or any other part thereof securing any obligation of any person other than a security interest permitted under the terms of the Facility Agreement; or

3.2 sell, assign, lease, transfer or otherwise dispose of any or all of the Charged Property, except as permitted by the Facility Agreement.

4 The trade marks referred to in paragraph 1.2.3 are as follows:

Current Proprietor	Trade Mark	Registration Number	Country of registration
London Buses Limited	Airbus	1390326	UK
London Buses Limited	The Harrier	1283358	UK
London Buses Limited	London United and symbol	In the course of registration	



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

Please complete  
legibly, preferably  
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 5th NOVEMBER 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR LONDON UNITED BUSWAYS 1994 TO MIDLAND BANK PLC UNDER THE TERMS OF THE CHARGE, THE FACILITY AGREEMENT, THE WORKING CAPITAL FACILITY OR THE GUARANTEE (AS DEFINED IN THE CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 1994.

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

**PHIL DAVIES**

for the Registrar of Companies



**C O M P A N I E S   H O U S E**

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Please complete  
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bold block lettering

\* insert full name  
of company

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Name of company

\* LONDON UNITED BUSWAYS LIMITED (the "Company")

2328561

Date of creation of the charge

5 November 1994

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

Legal Charge dated 5 November 1994 (the "Legal Charge") made between the Company and Midland Bank plc (the "Bank")

Amount secured by the mortgage or charge

All monies and liabilities at or at any time after the date of the Legal Charge due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of the Bank.

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

Midland Bank plc, Poultry, London

Postcode

EC2P 2BX

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

Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

JEG/533589

Time critical reference

For official use  
Mortgage Section

Post room

11 NOV 1994



KLO \*KBYRG69C\* 1724  
COMPANIES HOUSE 11/11/94

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legibly, preferably  
in black type, or  
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lettering

The Company as beneficial owner charges to the Bank under the Legal Charge:

- 1.1 by way of legal mortgage the property known as Fulwell Bus Garage registered at H.M. Land Registry under title numbers MX42130 and TGL101715 together with all fixtures and fittings at the date of the Legal Charge or at any time thereafter on the property (the "Property" which expression shall include the whole or any part or parts thereof) with the intent that the security thereby constituted shall extend to and include the Company's beneficial interest in the Property or in the proceeds of sale thereof;
- 1.2 the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property; and
- 1.3 the goodwill of the Company in relation to the business from time to time carried on at the Property.
- 2 Under the Legal Charge, the Company covenants with the Bank that the Company will not at any time during the subsistence of the security created by the Legal Charge create or permit to subsist

Particulars as to commission allowance or discount (note 3)

N11

Signed

*Macfarlanes*

Date 10 November 1994

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.

any mortgage charge pledge lien or other encumbrance in relation to the  
Property securing any obligation of any person without the prior consent  
of the Bank.

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



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 5th NOVEMBER 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 1994.

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

PHIL DAVIES

for the Registrar of Companies



## Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

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

Name of company

\* LONDON UNITED BUSWAYS LIMITED (the "Company")

2328561

Date of creation of the charge

5 November 1994

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

Legal Charge dated 5 November 1994 (the "Legal Charge") made between the Company and Midland Bank plc (the "Bank")

Amount secured by the mortgage or charge

All monies and liabilities at or at any time after the date of the Legal Charge due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the current practice of the Bank.

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

Midland Bank plc, Poultry, London

Postcode

EC2P 2BX

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

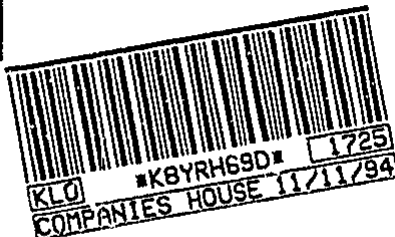
Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

JEG/533589

Time critical reference

For official use  
Mortgage Section

Post room



The Company as beneficial owner charges to the Bank under the Legal Charge:

- 1.1 by way of legal mortgage the property known as Stamford Brook Garage, Chiswick High Road registered at H.M. Land Registry under title numbers MX80878 and AGL40777 together with all fixtures and fittings at the date of the Legal Charge or at any time thereafter on the property (the "Property" which expression shall include the whole or any part or parts thereof) with the intent that the security thereby constituted shall extend to and include the Company's beneficial interest in the Property or in the proceeds of sale thereof;
- 1.2 the benefit of all rights licences guarantees rent deposits contracts deeds undertakings and warranties relating to the Property; and
- 1.3 the goodwill of the Company in relation to the business from time to time carried on at the Property.
- 2 Under the Legal Charge, the Company covenants with the Bank that the Company will not at any time during the subsistence of the

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Macfarlanes*

Date 10 November 1994

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 outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 5th NOVEMBER 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 1994.

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

PHIL DAVIES

for the Registrar of Companies



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

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering\* insert full name  
of company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Name of company

\* LONDON UNITED BUSWAYS LIMITED (the "Company")

2328561

Date of creation of the charge

5th November 1994

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

Fixed and Floating Charge (the "Charge") dated 5th November 1994 made between the Company and London United Busways 1994 Limited (1) and SocGen Lease Limited ("SocGen") (2)

Amount secured by the mortgage or charge

All moneys, obligations and liabilities whatsoever which now are or at any time hereafter may become due, owing or payable, in any currency, to SocGen by the Company, whether actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any current or other account, with reference to any bill, note or other security, in connection with any advance, loan, credit, instrument, guarantee or indemnity made or issued to, for or at the request of the Company, under the Credit Agreement, the Master Lease Purchase Agreement or the Guarantee or otherwise, or in any other manner whatsoever, including (both before and after any demand or judgment) interest, commission, fees and discount at such rate or rates as shall be agreed from time to time and all banking, legal and other costs, charges and expenses whatsoever (on a full indemnity basis) and also all losses and damages that may be sustained, suffered or incurred by SocGen arising out of or in connection with any act, matter or thing done or omitted /contd/.

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

SocGen Lease Limited, Exchange House, Primrose Street, Broadgate,  
London

Postcode EC2A 2HT

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

Wilde Sapto  
1 Fleet Place  
London EC4M 7WS

GR3/SLG/584533/BF52156

Time critical reference

For official use  
Mortgage Section

Post room

KLG \*K92XC6DN\* 1920  
COMPANIES HOUSE 15/11/94

Short particulars of all the property mortgaged or charged

By way of:

1.1 legal mortgage all estates or interests in the Properties described in Schedule 1 to this Form and its Continuation Sheets and the proceeds of sale thereof belonging to or charged to the Company (the "Legally Mortgaged Properties");

1.2 first fixed charge all Properties acquired by the Company after the date of the Charge;

1.3 first fixed charge all present and future goodwill of the Company and all uncalled capital for the time being of the Company;

1.4 first fixed charge all patents, patent applications, trade marks or applications therefor, service marks or applications therefor, trade names, registered designs, design rights, copyrights, know-how and other rights in intellectual property for the time being owned or held by the Company including all fees, royalties and other income or rights derived therefrom or incidental thereto ("Intellectual Property"), including (without limitation) the registered trade marks and unregistered trade marks more  
/contd/.

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Wilde Sapke*

Date

*14th November 1994*

*Johnstone for and*

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 by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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write in this  
binding margin

# Particulars of a mortgage or charge (continued)

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

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legibly, preferably  
in black type, or  
bold block lettering

Company Number

2328561

Name of Company

LONDON UNITED BUSWAYS LIMITED (the "Company")

-Limited\*

\* delete if  
inappropriate

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

to be done by the Company under the Charge, the Credit Agreement, the Master Lease Purchase Agreement or the Guarantee or any other arrangement or agreement between the Company and SocGen.

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

NOTE: In this Form and its Continuation Sheets:

"Bus Fleet" means any buses for the time being owned by either the Company or London United Busways 1994 Limited;

"Charged Property" means the property, assets, undertaking and rights for the time being subject to the security interests created by the Charge (and references to the Charged Property include references to any part of it);

"Credit Agreement" means the Credit Agreement for a bridging loan facility dated 5th November 1994 made between London United Busways 1994 Limited (1) and SocGen (2);

"Debts" means all book debts and other debts and all moneys and liabilities whatsoever for the time being due, owing or payable to the Company (including the benefit of any judgment or order to pay a sum of money) and the benefit of any security interests and securities for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notices and negotiable instruments of any description at any time owned or held by the Company, but excluding the Proceeds of Debts;

"Equipment" means all equipment, plant and machinery now or at any time hereafter (and from time to time) owned by the Company and any part thereof, together with all spare parts, replacements, modifications and additions thereto, excluding the Bus Fleet;

"Guarantee" means the Guarantee and Indemnity dated 5th November 1994 executed by London United Busways Limited (1) in favour of SocGen (2);

"Insurance Policies" means the insurance policies effected in respect of the death or permanent total disablement of David Humphrey and Stephen Lawes, in accordance with the terms of the Master Lease Purchase Agreement;

"Master Lease Purchase Agreement" means the Master Lease Purchase Agreement dated 5th November 1994 made between SocGen (1) and the Company (2);

"Permitted Security Interest" has the meaning given to the expression "Permitted Encumbrance" in the Master Lease Purchase Agreement;

"Proceeds of Debts" means any cash or any amounts standing to the credit of any bank (or other) account of the Company from time to time, in each case deriving from the collection, payment, realisation or enforcement of any Debts.

Please do not  
write in this  
binding margin

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

particularly described in Schedule 2 to this Form and its Continuation Sheets;

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

1.5 first fixed charge all right, title and interest of the Company for the time being in the Equipment;

1.6 first fixed charge all right, title and interest of the Company (if any) for the time being in the Bus Fleet, including any insurance and sale proceeds deriving therefrom and the benefit of all warranties, guarantees and other rights relating thereto;

1.7 first fixed charge all right, title and interest of the Company for the time being to and in any present or future insurances for the time being and any proceeds thereof (other than the Insurance Policies and the insurances referred to in paragraph 1.6 above);

1.8 first fixed charge all investments, stocks, shares, bonds and securities of any kind whatsoever, whether marketable or otherwise, and all other interests in any person (including but not limited to loan capital), owned by the company including all allotments offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof (together the "Securities") but so that SocGen shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Securities;

1.9 first fixed charge all right, title and interest of the Company in any rebates of hire payments arising by virtue of Clauses 9.9(b), 12.5 and 12.8(c) of the Master Lease Purchase Agreement;

2.0 first fixed charge the Debts;

2.1 first fixed charge (subject to Clause 3.6 of the Charge and following the giving of any directions pursuant to Clause 5.2.3 of the Charge) the Proceeds of Debts;

2.2 first fixed charge all its right, title, interest and benefit in and to the Insurance Policies, including all rights to receive payment of any amounts payable to the company thereunder and all payments received thereunder and all rights of action in respect of any breach thereunder; and

2.3 first fixed charge all its right, title, interest and benefit in and to the Acquisition Agreement (as defined in the Master Lease Purchase Agreement), the Disclosure Letter (as defined in Clause 1 of the said Acquisition Agreement) and the consent given by London Regional Transport to the charge contained in this paragraph;

2.4 by way of first floating charge, all the undertaking of the Company and all its property, assets and rights, whatsoever and wheresoever, both present and future (including all stock in trade) and whether or not expressed to be mortgaged or charged to SocGen if and to the extent that such property, assets and rights are not or have ceased to be effectively mortgaged or charged or assigned by way of mortgage or fixed charge.

NOTE:

The Company covenants with SocGen that it will not at any time during the subsistence of the Charge, except with the prior written consent of SocGen:-

/contd/.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

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

CHA 116

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

Company Number

2328561

Name of Company

LONDON UNITED BUSWAYS LIMITED (the "Company")

—Limited

\* delete if  
inappropriate

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



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

Please complete  
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bold block lettering

- create or purport to create or permit to subsist any mortgage, charge, pledge, lien or other encumbrance on or in relation to the Charged Property or any part thereof securing any obligation of any person (other than a Permitted Security Interest); or

- sell, assign, lease, transfer or otherwise dispose of any or all of the Charged Property, except as permitted by the Financing Documents (as defined in the Master Lease Purchase Agreement).

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

## SCHEDULE 1

## THE LEGALLY MORTGAGED PROPERTIES

## Freehold

Property	Title Number
Fulwell Bus Garage Wellington Road Fulwell Twickenham	MX 4213 TGL 101715
Hounslow Bus Garage Kingsley Road Hounslow	NGL 373973 MX 245419 MX 241995 MX 236370 MX 319195 AGL 40738 AGL 40740
Shepherds Bush Garage Wells Road Shepherds Bush London	104858 LN 96441 LN 112862 168738 120796 BGL 9977
Stamford Brook Garage Chiswick High Road London	MX 80878 AGL 40777

## LEASEHOLD

Property	Date	Parties	Title Number
Land and premises comprising part of Shepherds Bush Garage, Wells Road Shepherds Bush, London	19.05.94	London Underground Ltd (1) London United Busways Ltd (2)	BGL 11256

/contd/.

Please do not  
write in this  
binding margin

# Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

2328561

Name of Company

LONDON UNITED BUSWAYS LIMITED (the "company")

Limited

\* delete if  
inappropriate

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

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• Please do not  
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binding margin.

Please complete  
legibly, preferably  
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bold block lettering

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

Arches 197-206	19.05.94	London Underground
Shepherds Bush Garage		Ltd (1)
Wells Road		London United
Shepherds Bush, London		Busways Ltd (2)

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

Land and premises	19.05.94	London Underground
comprising part of		Ltd (1)
Stamford Brook Bus		London United
Garage, Chiswick		Busways Ltd (2)
High Road, London		

## SCHEDULE 2

## REGISTERED TRADE MARKS

Current Proprietor	Trade Mark	Registration Number	Country of Registration
London Buses Limited	Airbus	1390326	United Kingdom
London Buses Limited	The Harrier	1283358	United Kingdom
London Buses Limited	London United and symbol	In the course of registration	

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02328561

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 5th NOVEMBER 1994 AND CREATED BY LONDON UNITED BUSWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR LONDON UNITED BUSWAYS 1994 LIMITED TO SOCGEN LEASE LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE CREDIT AGREEMENT, THE MASTER LEASE PURCHASE AGREEMENT OR THE GUARANTEE OR OTHERWISE (AS DEFINED IN THE CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th NOVEMBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th NOVEMBER 1994.

  
for the Registrar of Companies



C O M P A N I E S   H O U S E

HC026B