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\*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



3131810

Name of company

\* DELTA SELF DRIVE LIMITED ("the Chargor")

Date of creation of the charge

3 AUGUST 1998

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

DEBENTURE ("the Deed")

Amount secured by the mortgage or charge

All obligations and liabilities which are as at 3 August 1998 owing, from time to time, by the Chargor to the Bank, whether present or future, actual or contingent or owed solely, jointly or severally (except for any liability which if secured by this Deed would constitute unlawful financial assistance under Sections 151 and 152 of the Companies Act 1985 ("the Secured Liabilities")).

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

BARCLAYS BANK PLC, Cheapside Business Centre, Atlas House, 1/7 King Street, London EC2V 8AU ("the Bank")

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

Dibb Lupton Alsop  
125 London Wall  
London EC2Y 5AE

For official use  
Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

NOTE

In this form:-

"Account Bank" means each financial institution holding a Security Account;

"Act" means the Law of Property Act 1925;

"Borrower" means each company designated an Original Borrower or an Acceding Borrower under the Facilities Agreement;

"Certificate of Title" means any certificate of title in relation to the Property addressed to the Bank;

"Collateral Account" means each account of the Chargor maintained pursuant to Clause 9.6 of the Deed;

"Dangerous Substance" means any radioactive emission or natural or artificial substance (in whatever form) capable of harming any living organism or damaging the environment, public health or welfare, including any controlled, special, hazardous, toxic, radioactive or dangerous waste;

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Particulars as to commission allowance or discount (note 3)

Signed

*Dibb Lupton Plsop*

Date

*10 August 1998*

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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## Particulars of a mortgage or charge (continued)

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

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Company Number

3131810

Name of Company

DELTA SELF DRIVE LIMITED ("the Chargor")

Limited\*

\* delete if  
inappropriate

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

"Default Rate" is defined in Clause 2.2 of the Deed;

"Environment" means, in relation to any property, all gases, air, water vapour, controlled waters, ground and surface water, soil (surface and sub-surface), flora and fauna and all other natural resources;

"Environmental Approvals" means, in relation to any property or business operation of the Chargor, all licences, authorisation, consents or permits of any kind relating to Environmental Laws to which the Chargor is subject in connection with such property or business operations;

"Environmental Claims" means, in relation to any property or business operations of the Chargor, any claim by any person, in respect of losses or liabilities suffered or incurred by that person, as a result of or in connection with any violation of Environmental Laws, or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination, or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order or enforcement notice, stop notice, improvement notice, prohibition notice, remediation notice or revocation order in respect of Environmental Contamination or any other remedial action or action to comply, that the Chargor is obliged to undertake pursuant to Environmental Laws in respect of Environmental Contamination;

"Environmental Contamination" means the following and their consequences:

(a) any release, leakage or spillage, at or from any property into any part of the Environment, of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substance or thing;

(b) any accident, fire, explosion or sudden event which affects the Environment and which is attributable to the operations, management or control of any property including (without limitation) the storage, handling, labelling or disposal of waste or hazardous, toxic or dangerous substances; and

(c) any substances in, on or under any property which cause significant harm;

"Environmental Laws" means all legislation, regulations or orders relating to the Environment (whether or not in force at the date of this Agreement) affecting the Chargor, its property or business operations;

"Environmental Licence" means any licence, permit, consent, authorisation or other approval required by any Environmental law;

"Facilities Agreement" means the agreement dated 3 August 1998 pursuant to which the Bank has agreed to make available to the Borrowers an overdraft facility and a committed money market line facility in an aggregate maximum amount of £20,000,000;

"Fixture" means any fixture or fitting or fixed plan and machinery on or in any Property;

"Group Shares" means the share capital of each Group Member;

"Insurance" means all policies of insurance in which the Chargor has an interest;

"Intellectual Property Rights" means know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, copyrights or other intellectual property monopoly rights and any licence or other interest in any such rights;

"Planning Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any orders, regulations or permissions made or granted under any of those Acts;

"Premises" means all buildings or other erections on the Property;

"Property" means the freehold and leasehold property mortgaged or charged by this Deed;

"Qualified Person" means a person qualified under the Insolvency Act 1986 to act as an administrative receiver of a company;

"Realisation Account" means each account maintained pursuant to Clause 14.3 of the Deed;

"Receiver" means a receiver and manager or (if specified by the Bank a receiver;

"Relevant Substance" means (i) any radioactive emissions, (ii) electricity and any electrical or electromagnetic emissions, (iii) any substance whatsoever (whether in a solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) and (iv) any activity or other phenomenon which is the case of (iii) and (iv) is capable of causing harm to man or any other living organism supported by the environment (both natural and built) or of damaging the environment (both natural and built) or public health or welfare;

"Secured Liabilities" means all obligations and liabilities owing, from time to time, by the Chargor to the Bank, whether present or future, actual or contingent or owed solely, jointly or severally (except for any liability which if secured by this Deed would constitute unlawful financial assistance under Sections 151 and 152 of the Companies Act 1985);

"Security" means the Security Interests created by the Deed;

"Security Account" means each Sales Proceeds Account, each Collateral Account and each Realisation Account;

"Security Asset" means each asset, right and property subject to the Security;

"Security Period" means the period commencing on the 3rd August 1998 until the date on which the Bank is satisfied that all of the Secured Liabilities have been unconditionally and irrevocably discharged in full; and

"Share Rights" means all rights attaching to shares and any other security including payment of dividend or interest and rights of redemption, substitution, exchange or to the issue of further shares.

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## 1. SECURITY

The Chargor charges, with full title guarantee, in favour of the Bank:

### 1.1 Legal Mortgage

by way of first legal mortgage, all its interest in the leasehold and freehold property specified in Schedule 1 of the Deed together with:

- (a) any Premises and Fixtures on that property;
- (b) the proceeds of sale of that property; and
- (c) the benefit of any covenants or rights attaching to that property.

### 1.2 Fixed charge on property

to the extent not subject to the legal mortgage under Clause 3.1 of the Deed, by way of fixed charge, all its present and future interest in any freehold or leasehold property together with:

- (a) any Premises and Fixtures on that property;
- (b) the proceeds of sale of that property; and
- (c) the benefit of any covenants or rights attaching to that property.

### 1.3 Fixed charge on specific assets

by way of first fixed charge, all present and future interest in:

- (a) all its motor vehicles;
- (b) all its plant and machinery;
- (c) all stocks, shares, debentures, bonds or other securities (including Group Shares) and all Share Rights attaching to them;
- (d) all money standing in the credit of bank accounts, including the Security Accounts, and the debts represented by such balances;
- (e) all book and other debts and the proceeds of realisation;
- (f) the Insurance, the benefit of any claim and the right to return of any insurance premium;
- (g) all rights under letters of credit issued in its favour and bills of exchange and other negotiable instruments held by it;
- (h) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Security Assets;
- (i) all its Intellectual Property Rights;
- (j) goodwill; and
- (k) its uncalled capital.

## 2. FLOATING CHARGE

The Chargor charges, with full title guarantee, in favour of the Bank, by way of first floating charge, all its present and future undertaking and assets not effectively charged by legal mortgage or fixed charge under Clause 3.

## 3. CONVERSION OF FLOATING CHARGE

### 3.1 Conversion

The floating charge created under Clause 4 of the Deed converts into a fixed charge:

- (a) when the Bank gives notice to the Chargor at any time while an Event of Default is outstanding or at any time that the Bank considers a Security Asset to be in jeopardy; and
- (b) automatically on the convening of a meeting of members of the Chargor to consider a winding-up resolution or on presentation of a petition to wind-up the Chargor or if the Chargor is in breach of the negative pledge in Clause 10(b) of the Deed.

### 3.2 Partial Conversion

If the Bank specifies in the notice that the conversion relates only to a class of Security Assets this restriction does not constitute a waiver of the Bank's rights to

convert the floating charge to a fixed charge in relation to other Security Assets at a later date.

#### 4. NEGATIVE PLEDGE

4.1 The Chargor undertook with the Bank in the Deed for the duration of the Security Period that:

4.1.1 it will not create or permit to subsist any Security Interest other than a Permitted Security Interest over all or any part of its present or future assets;

#### 5. FURTHER ASSURANCES AND POWER OF ATTORNEY

##### 5.1 General

The Chargor will, at its own expense, give all such assurances, take all action and execute all documents required by the Bank for perfecting or protecting the Security, for facilitating the realisation of all or any part of the Security Assets or in the exercise of all powers, authorities and discretions vested in the Bank or any Receiver of all or any part of the Security Assets or in any delegate or sub-delegate appointed in accordance with Clause 21 of the Deed.

##### 5.2 Legal Charge

Without prejudice to Clause 22.1 of the Deed, the Chargor will promptly, at the request of the Bank, execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security created by this Deed in favour of the Bank in such form as the Bank may require.

##### 5.3 Power of Attorney

The Chargor, by way of security and in order to secure the performance of their obligations under this Deed, irrevocably appoints each of the Bank and any Receiver or sub-delegate appointed under this Deed to be its attorney, acting severally, on its behalf and in its name to give all assurances, take all action and execute all documents (under hand or seal) which the Chargor is obliged to under this Deed (including, making any demand upon or giving any notice or receipt to any person owing money to the Chargor and executing and delivering any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by this Deed or by statute on the Bank or any Receiver, delegate or sub-delegate.

##### 5.4 Ratification

The Chargor agrees to ratify and confirm whatever any such attorney acting pursuant to Clause 22.3 of the Deed does or purports to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause 22.3 of the Deed.

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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. 03131810

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 3rd AUGUST 1998 AND CREATED BY DELTA SELF DRIVE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st AUGUST 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th AUGUST 1998.

A handwritten signature in dark ink, appearing to read 'A. J. Wakeham'.

A. J. WAKEHAM

for the Registrar of Companies

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