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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

045327/26

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company

* Plaxton Limited (the "Company")

Date of creation of the charge

✓ 29 July 2006

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

✓ Debenture (the "Debenture") between the Company and Barclays Bank PLC (the "Bank").

Amount secured by the mortgage or charge

✓ 10 All moneys and the discharge of all obligations and liabilities at the date of the Debenture or thereafter due, owing or incurred by the Company to the Bank when the same become due for payment and/or discharge whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Bank or otherwise acquired by the Bank, denominated in whatever currency or incurred on any banking account or in any manner whatsoever including, without limitation, all liabilities under or in connection with foreign exchange transactions, swaps and other derivative transactions, the acceptance, endorsement, issuance, confirmation or discounting of or payment under any notes or bills, bonds, guarantees, indemnities, documentary or other credits, or any instruments whatsoever from time to time entered into by the Bank for the Company or at the Company's request and interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal... Cont.

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

✓ 10 Barclays Bank PLC
1 Churchill Place
London

Postcode E14 5HP

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

Hammonds
Trinity Court
16 John Dalton Street
Manchester
M60 8HS

KJB/BAR.965-13

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. The Company charges to the Bank as a continuing security for the payment and discharge of the Secured Obligations:

- a) by way of first legal mortgage the Properties specified in the attached schedule 1;
- b) by way of first legal mortgage, all freehold and leasehold property wherever situate (other than any heritable property in Scotland), including all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and all fixtures and fittings (including trade fixtures and fittings), fixed plant and machinery and other items attached to that property, whether or not constituting a fixture at law (the "**Fixtures**") thereon and all rights, easements and privileges appurtenant to, or benefiting, the same (the "**Properties**") (other than any Properties specified in the attached schedule 1) now owned by the Company or in which the Company has an interest;

Cont.

Particulars as to commission allowance or discount (note 3)

NIL

Signed Hammonds

Date 3 August 2006

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

Please do not write in this margin

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

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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and other costs on a full and unqualified indemnity basis, when the same become due for payment or discharge (the "Secured Obligations").

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- c) by way of first fixed charge (to the extent not the subject of a legal mortgage by virtue of paragraphs a or b above) all present and future Properties at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest;
- d) by way of first fixed charge, all machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than inventory, goods and merchandise, wherever located, raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description used in connection with the Company's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and such other specified property, and all documents of title or other documents representing them (the **"Inventory"**)), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located (the **"Equipment"**) at the date of the Debenture, or from time to time thereafter owned by the Company or in which the Company has an interest and the benefit of all contracts and warranties relating to the same;
- e) by way of first fixed charge, all stocks, shares, bonds and securities of any kind whatsoever (including warrants, options and other rights to acquire or subscribe any of the same) whether marketable or otherwise and all interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, 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 (the **"Securities"**) at the date of the Debenture or from time to time owned by the Company or in which the Company has an interest;
- f) by way of first fixed charge, all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing (an **"Encumbrance"**),

Cont.

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notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance (the **"Collateral Instruments"**) and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of paragraphs g to h below (together the **"Debts"**) at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company has an interest (whether originally owing to the Company or purchased or otherwise acquired by it);

g) by way of first fixed charge, the proceeds of collection of all Debts and all moneys standing to the credit of the account with the Bank or any other bank, financial institution or other person to which the proceeds of realisation of Debts are to be paid pursuant to clause 5.1(b) of the Debenture (the **"Receivables Account"**);

h) by way of first fixed charge any and all amounts from time to time standing to the credit of all present and future accounts of the Company with any bank, financial institution or other person;

i) by way of first fixed charge, all moneys from time to time payable to the Company under or pursuant to all present and future contracts or policies of insurance (including life assurance policies) taken out by the Company or in which the Company from time to time has an interest (the **"Insurances"**) including without limitation the right to the refund of any premiums;

j) by way of first fixed charge, the proceeds of all other sums of money received by the Company, other than those specified in paragraphs f, g, h or i above;

k) by way of first fixed charge, the goodwill and uncalled capital of the Company;

l) by way of first fixed legal charge the Intellectual Property specified in the attached schedule 2; and

m) by way of first fixed charge, all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, know-how and trade secrets and all other intellectual or intangible property or rights and all licences, agreements and ancillary and connected rights relating to intellectual and intangible property, in each case at the date of the Debenture or from time to time thereafter owned by the Company, including any renewals, revivals or extensions thereof and wherever in the world subsisting (the **"Intellectual Property"**) (other than any Intellectual Property specified in the attached schedule 2) at the date of the Debenture or from time to time thereafter owned by the Company or in which the Company may have an interest;

together the **"Fixed Charge Assets"**.

2. The Company charges to the Bank by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future including, without limitation, its Inventory, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraph 1 above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

Cont.

Plaxton Limited - 05101150Negative Pledge

Under the terms of the Debenture the Company hereby covenants that it will not without the prior written consent of the Bank:

- a) dispose of all or any of its Properties;
- b) dispose of all or any of the Fixed Charge Assets;
- c) dispose of Inventory or any other asset described in paragraphs 1 and 2 above (the "**Charged Assets**") the disposal of which is not otherwise restricted by the express terms of the Debenture otherwise than for full value in the ordinary course of business;
- d) without limiting the generality of the foregoing provisions of paragraphs a to c above dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1(b) of the Debenture; or
- e) create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Charged Assets or any part thereof except a lien arising by operation of law in the ordinary course of trading over property other than land.

*Please complete
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SCHEDULE 1 – PLAXTON LIMITED

Properties

Address	County/District/London Borough	Title Number or Root of title
Freehold land and buildings lying on the north east side of Worksop Road, South Anston, and land on the west side of Ryton Road, South Anston	South Yorkshire / Rotherham	SYK425850 SYK333471 SYK104026 SYK333469
Freehold land and buildings lying to the south of Cayton Low Road, Scarborough	North Yorkshire / Scarborough	NYK227087 NYK140233
Leasehold land and buildings at Ryton Road, South Anston	South Yorkshire / Rotherham	SYK498077 SYK490812
Leasehold land being unit 113 Bridgwater Business Park, Bridgwater	Somerset / Sedgemoor	ST243321
Leasehold land being unit 1.7 Plaxton Park, Cayton Low Road, Scarborough	North Yorkshire / Scarborough	NYK315121
Leasehold land being buildings 2 & 3 Plaxton Park, Cayton Low Road, Scarborough	North Yorkshire / Scarborough	NYK299512

SCHEDULE 2 – PLAXTON LIMITED

Intellectual Property

Registered Trade Marks

	Description	Class(es)	Registered Number
1	BEAVER	12	2042989
2	Bird Device	12 37 39	1367122
3	Bird Device	36 42	2038137
4	Bird in circle device	12 36 37 39 40 42	2038129
5	Bus and Coach Glazing	12 37	2184471
6	DUPLE	12 37	1411074
7	Excalibur	12	2042991
8	KIRKBY	12 37	1531443
9	PARAGON	12	2191450
10	PANTHER	12	2223982
11	PLAXTON	42	1531207
12	PLAXTON (series of three)	12	1342432
13	PLAXTON/PLAXTONS (series of three)	37	1342433

14	PREMIERE/PREMIER	12	2042994
15	PRESTIGE	12	2042995
16	PRIMA	12	2191949
17	ROADLEASE	36	1531199

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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. 05101150

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th JULY 2006 AND CREATED BY PLAXTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th AUGUST 2006.

P.G.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES