

# M

CHFP041

COMPANIES FORM No. 395

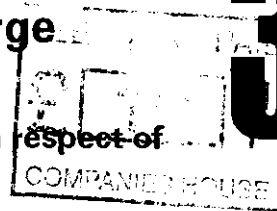
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£10

# 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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



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

\* Insert full name of company

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

For official use Company number

1

FC0 18262

Name of company

\* "AUTOCONTEX" AUTOMOBIL CONTAINER EXPRESS GmbH ("the Company")

Date of creation of the charge

29 June 1999

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

Chattel Mortgage between the Company and Die Sparkasse in Bremen ("the Bank")

Amount secured by the mortgage or charge

all moneys and all obligations and liabilities, whether actual or contingent, now or hereafter due, owing or incurred or to be incurred to the Bank by the Company, in whatever currency denominated, under or in connection with a Loan Agreement dated 15 December 1997 between the Company and the Bank relating to a loan of DM3,500,000 ("the Loan Agreement") and the debit balance from time to time on any current account of the Company with the Bank utilised for the repayment of principal and interest due under the Loan Agreement, subject to a maximum aggregate amount of three months' such principal and interest payments together with interest accrued on such overdrawn balance, in each case together with interest to date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank in relation to the Company or the Charged Property (hereinafter defined) on a full indemnity basis (all of which moneys, obligations and liabilities are hereafter called "the Secured Liabilities")

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

DIE SPARKASSE IN BREMEN Am Brill 1-3, 28195, Bremen, Federal Republic of Germany

Postcode

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

Howard Kennedy  
19 Cavendish Square  
London W1A 2AW

For official use  
Mortgage section

Post room



A05 \*A0N11I0H\* 547  
COMPANIES HOUSE 14/07/99

REF: NE1

Time critical reference  
Ref: NE1

Short particulars of all the property mortgaged or charged

1. by way of fixed charge:

1.1 all the Company's right, title and interest, present and future, in and to each Trailer (hereafter defined) described in Schedule I to the Chattel Mortgage, or in any Charge supplemental to the Chattel Mortgage (a "Supplemental Charge");

1.2 each and every Trailer hereafter owned or acquired by the Company; and

1.3 (to the extent the Charged Property referred to in paragraphs 1.1 and 1.2 may already be subject to any German law Security Interest in favour of the Bank) all contingent property rights (Anwartschaftsrechte) of the Company in the Charged Trailers;

2 by way of absolute assignment all the Company's rights, title and interest, present and future, in and to:

2.1 the benefit of all obligations and warranties of any manufacturer, supplier or any other person in relation to the Charged Trailers and the benefit of any maintenance agreement entered into between between the Company and any such person; (see continuation sheet 1)

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Howard Kennedy*

Date 13 July 1999

On behalf of ~~[company]~~ [mortgagee/charged]\*

\*Delete as appropriate

Notes.

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

Companies House, Crown Way, Cardiff CF4 3UZ.

Page 2

# Particulars of a mortgage or charge (continued)

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

Company number

FCO 18262

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in black type, or  
bold block lettering

Name of company

AUTOCONTEX" AUTOMOBIL CONTAINER EXPRESS GmbH ("the Company")

Limited\*

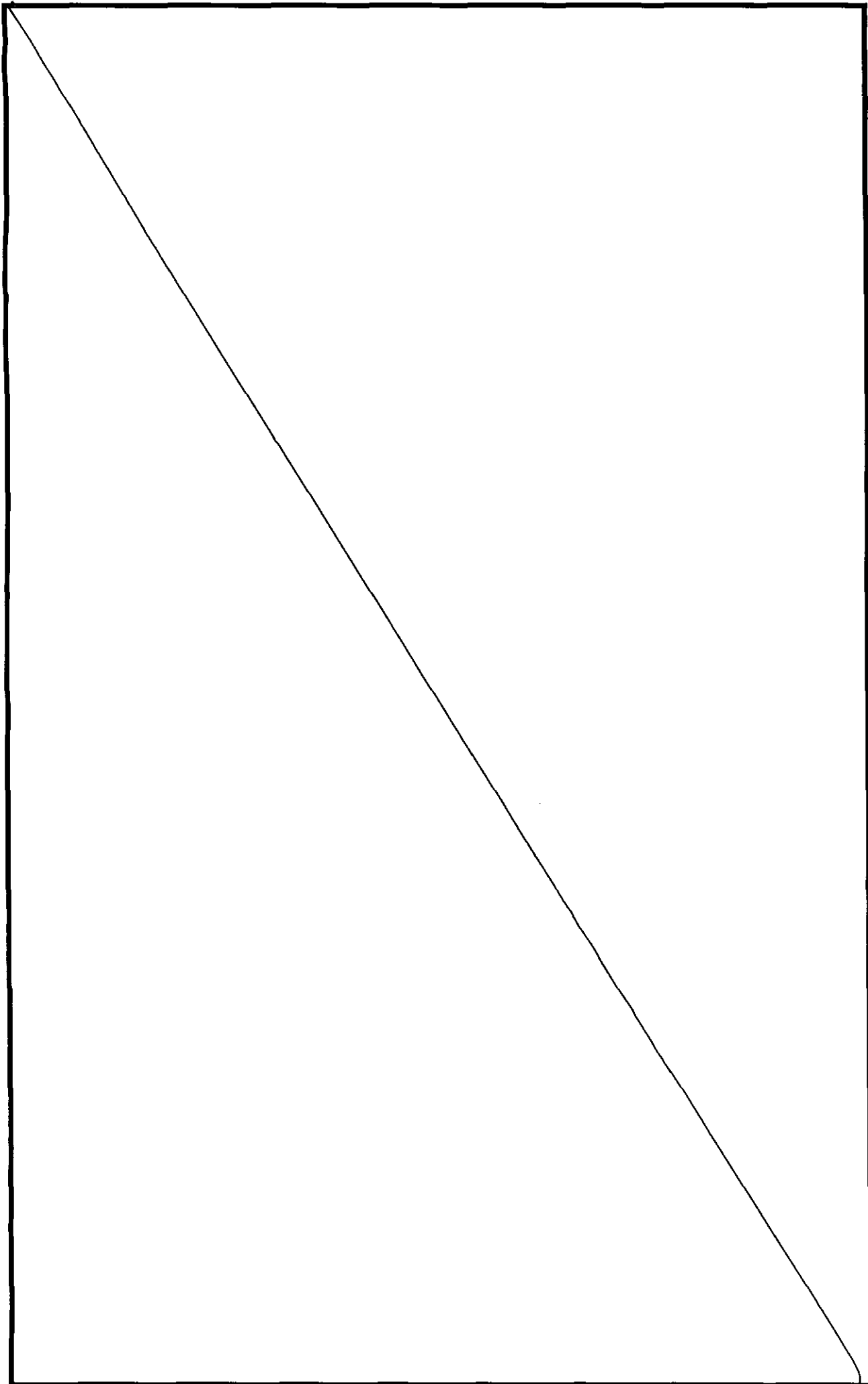
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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

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black type, or bold  
block lettering

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2.2 all rentals, hires or other moneys due and to become due to the Company and any guarantees, deposits or other security held by the Company (or to which the Company is entitled) in connection with any lease or other agreement for the use or operation of the Charged Trailers, and any and all claims and causes of action for money, loss, damages or compensation arising in connection with any of the foregoing; and

2.3 all moneys payable to the Company under or by virtue of any policy of insurance taken out by the Company against the loss, damage or destruction of the Charged Trailers or any loss of hire in relation to the Charged Trailers.

In the Chattel Mortgage the Company agrees that the Company shall upon acquiring any Trailer additional to those described in Schedule I to the Chattel Mortgage or any Supplemental Charge, execute and deliver to the Bank a Supplemental Charge relating to such Trailer.

The Chattel Mortgage provides that to the extent that any Charge created by the Chattel Mortgage or any Supplemental Charge shall be ineffective as a fixed charge, it shall take effect as a floating charge.

In the Chattel Mortgage the Company further agrees to hold all moneys to be received under any insurance of the Charged Property on trust for the Bank and, at the Bank's option, apply the same in replacing or restoring the property destroyed, damaged or lost or in reduction of the Secured Liabilities.

The Chattel Mortgage contains a covenant by the Company that the Company shall not without the Bank's prior written consent sell, assign, transfer, lease or otherwise dispose of the Charged Property or any interest therein or permit any other person to use the Charged Trailers, nor attempt or agree so to do, and if the Bank's consent has been given in accordance with the Chattel Mortgage not sell or dispose of the Charged Trailers on deferred terms (other than normal trade credit) or for any non-monetary consideration or at less than current market value

In the Chattel Mortgage:

"Charged Property" means the Trailers together with all other items, rights and property charged and/or assigned to the Bank by the Chattel Mortgage;

"Charged Trailers" means each and every Trailer now or hereafter charged to the Bank pursuant to the Chattel Mortgage or any Supplemental Charge;

"Security Interest" means any mortgage, charge, hypothecation, pledge, lien, assignment, title retention, preferential right, trust arrangement or other arrangement or agreement the effect of which is the creation of security or a priority in right of payment;

"Trailer" means a wheeled commercial goods trailer (including, without limitation, a "trailer" or "semi-trailer" as defined in the Table in Paragraph 3(2) of the Road Vehicles (Construction and Use) Regulations 1986 [SI 1986/1078] or any trailer within the meaning of Article 18 of the Road Vehicle Licensing Ordinance (Straßenverkehrszulassungsordnung) of the Federal Republic of Germany) together with all wheels, tyres, spare and other parts and any modifications or additions thereto and includes all and every interest therein or in the proceeds of sale thereof which the Company may mortgage or charge at law or in equity.

The Trailers described in Schedule I to the Chattel Mortgage are:  
(see Continuation Sheet 2)

Please complete  
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# Particulars of a mortgage or charge (continued)

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Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

FC0 18262

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Name of company

AUTOCONTEX" AUTOMOBIL CONTAINER EXPRESS GmbH ("the Company")

Limited\*

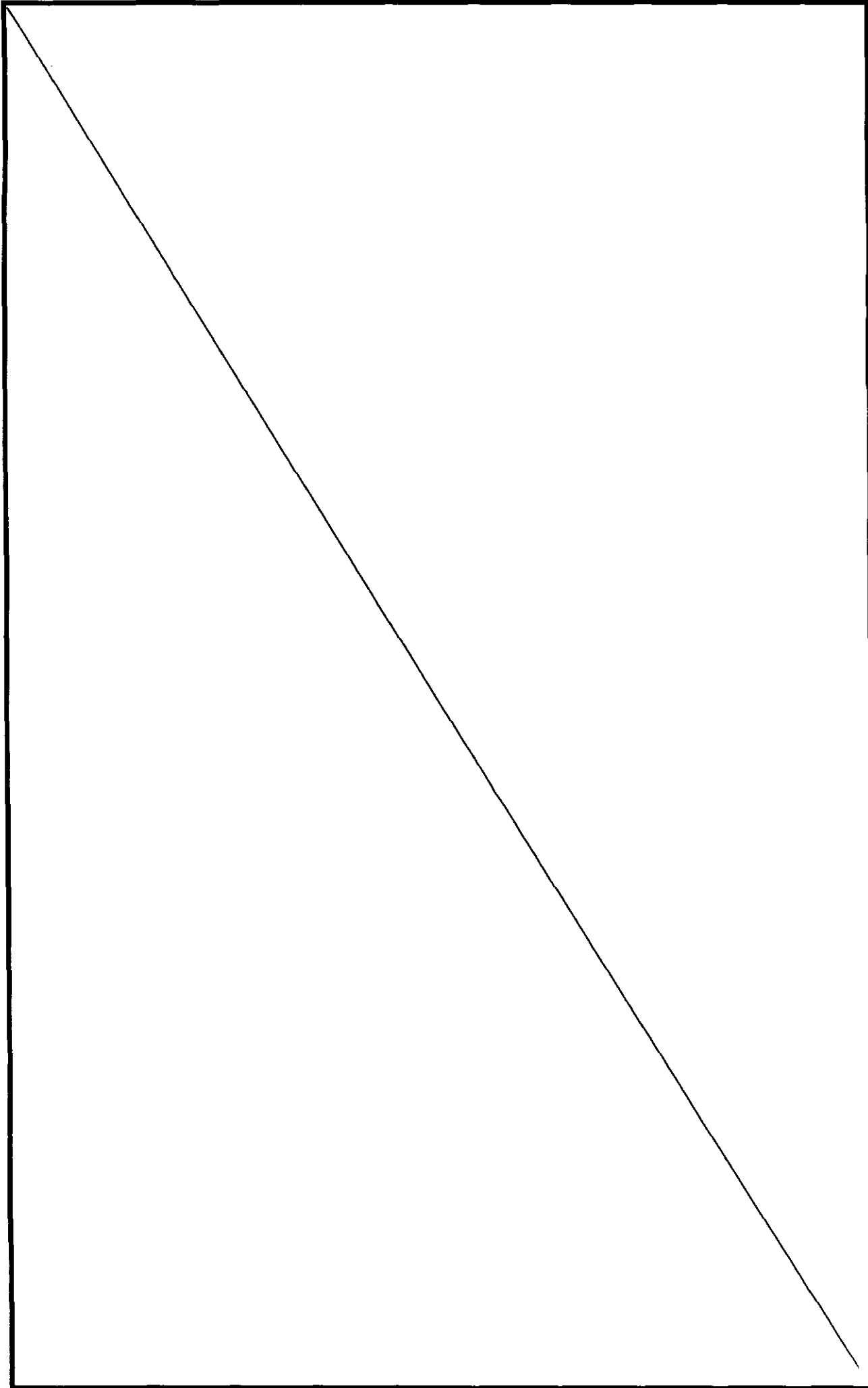
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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

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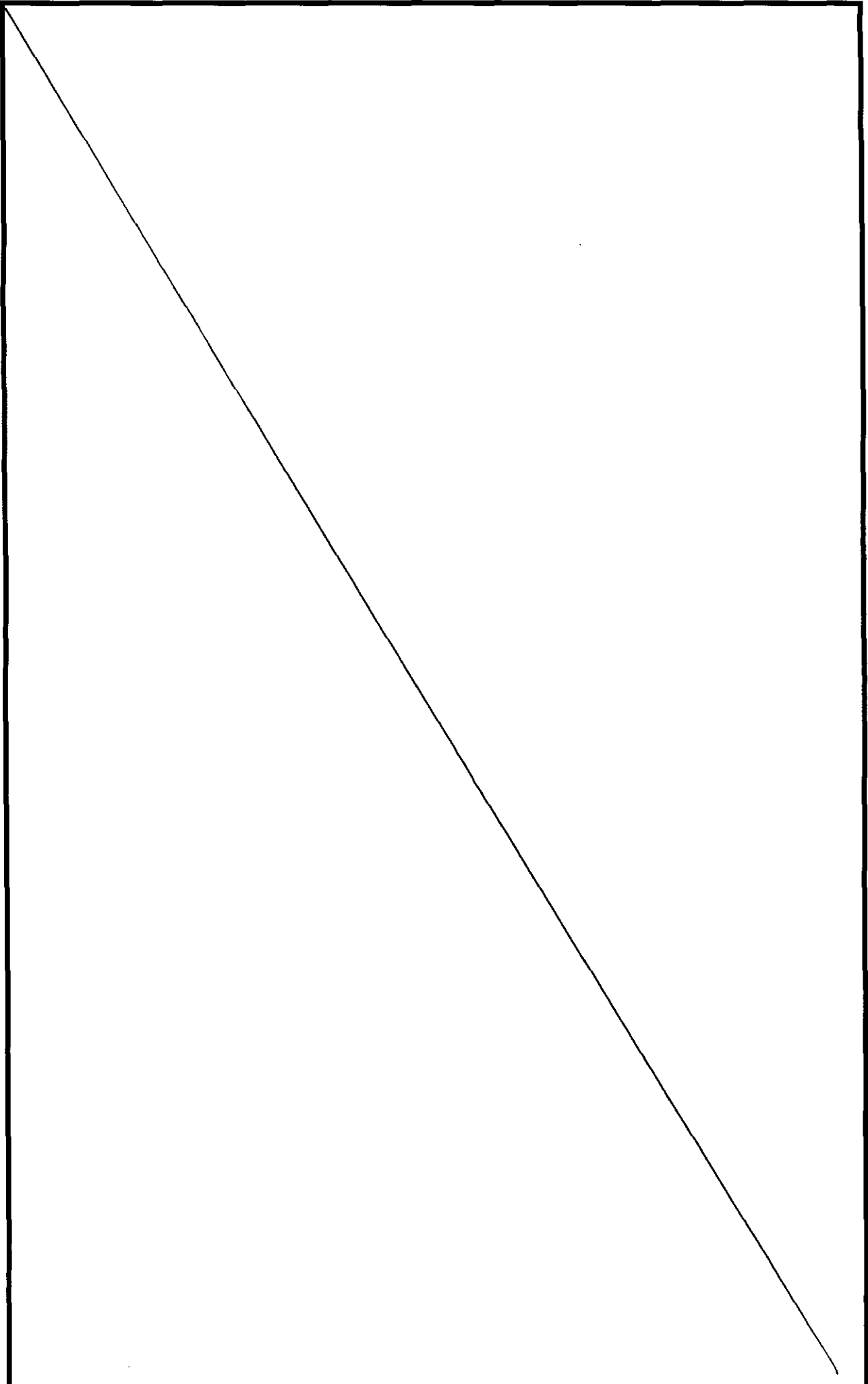




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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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

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Manufacturer	Serial No	Fleet No	UN Trailer Identifier
Bernard Krone GmbH	WKESDP24000V05466	AC 9775	3.090457
Bernard Krone GmbH	WKESDP24000V05467	AC 9776	3.090458
Bernard Krone GmbH	WKESDP24000V05468	AC 9777	3.090459
Bernard Krone GmbH	WKESDP24000V05469	AC 9778	3.090460
Bernard Krone GmbH	WKESDP24000V05470	AC 9779	3.090461
Bernard Krone GmbH	WKESDP24000V05471	AC 9780	3.090462
Bernard Krone GmbH	WKESDP24000V05472	AC 9781	3.090463
Bernard Krone GmbH	WKESDP24000V05473	AC 9782	3.090464
Bernard Krone GmbH	WKESDP24000V05474	AC 9783	3.090465
Bernard Krone GmbH	WKESDP24000V05475	AC 9784	3.090466
Bernard Krone GmbH	WKESDP24000W05476	AC 9801	3.091472
Bernard Krone GmbH	WKESDP24000W05477	AC 9802	3.091584
Bernard Krone GmbH	WKESDP24000W05478	AC 9803	3.091473
Bernard Krone GmbH	WKESDP24000W05479	AC 9804	3.091390
Bernard Krone GmbH	WKESDP24000W05480	AC 9805	3.091391
Bernard Krone GmbH	WKESDP24000W05481	AC 9806	3.091585
Bernard Krone GmbH	WKESDP24000W05482	AC 9807	3.091586
Bernard Krone GmbH	WKESDP24000W05483	AC 9808	3.091587
Bernard Krone GmbH	WKESDP24000W05484	AC 9809	3.091588
Bernard Krone GmbH	WKESDP24000W05485	AC 9810	3.091589
Bernard Krone GmbH	WKESDP24000W05485	AC 9810	3.091589
Bernard Krone GmbH	WKESDP24000W08508	AC 9811	3.091788
Bernard Krone GmbH	WKESDP24000W08509	AC 9812	3.091789
Bernard Krone GmbH	WKESDP24000W08510	AC 9813	3.091790
Bernard Krone GmbH	WKESDP24000W08511	AC 9814	3.091791
Bernard Krone GmbH	WKESDP24000W08512	AC 9815	3.091792
Bernard Krone GmbH	WKESDP24000W08513	AC 9816	3.091793
Bernard Krone GmbH	WKESDP24000W08514	AC 9817	3.091794
Bernard Krone GmbH	WKESDP24000W08515	AC 9818	3.091795
Bernard Krone GmbH	WKESDP24000W08516	AC 9819	3.091797
Bernard Krone GmbH	WKESDP24000W08517	AC 9820	3.091798
Bernard Krone GmbH	WKESDP24000W08518	AC 9821	3.093091
Bernard Krone GmbH	WKESDP24000W08519	AC 9822	3.093187
Bernard Krone GmbH	WKESDP24000W08520	AC 9823	3.093189
Bernard Krone GmbH	WKESDP24000W08521	AC 9824	3.093190
Bernard Krone GmbH	WKESDP24000W08522	AC 9825	3.093191
Bernard Krone GmbH	WKESDP24000W08523	AC 9826	3.093192
Bernard Krone GmbH	WKESDP24000W08524	AC 9827	3.093193
Bernard Krone GmbH	WKESDP24000W08525	AC 9828	3.093269
Bernard Krone GmbH	WKESDP24000W08526	AC 9829	3.093270
Bernard Krone GmbH	WKESDP24000W08527	AC 9830	3.093271
Bernard Krone GmbH	WKESDP24000W08528	AC 9831	3.093272
Bernard Krone GmbH	WKESDP24000W08529	AC 9832	3.093273
Bernard Krone GmbH	WKESDP24000W08530	AC 9833	3.093274
Bernard Krone GmbH	WKESDP24000W08531	AC 9834	3.093660
Bernard Krone GmbH	WKESDP24000W08532	AC 9835	3.093591
Bernard Krone GmbH	WKESDP24000W08533	AC 9836	3.093662
Bernard Krone GmbH	WKESDP24000W08534	AC 9837	3.093713
Bernard Krone GmbH	WKESDP24000W08535	AC 9838	3.093773
Bernard Krone GmbH	WKESDP24000W08536	AC 9839	3.093714
Bernard Krone GmbH	WKESDP24000W08537	AC 9840	3.093715
Bernard Krone GmbH	WKESDP24000W08538	AC 9841	3.093716
Bernard Krone GmbH	WKESDP24000W08539	AC 9842	3.093717

(see Continuation Sheet 3)

# Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
to Forms Nos 395 and 410 (Scot)

Company number

FCO 18262

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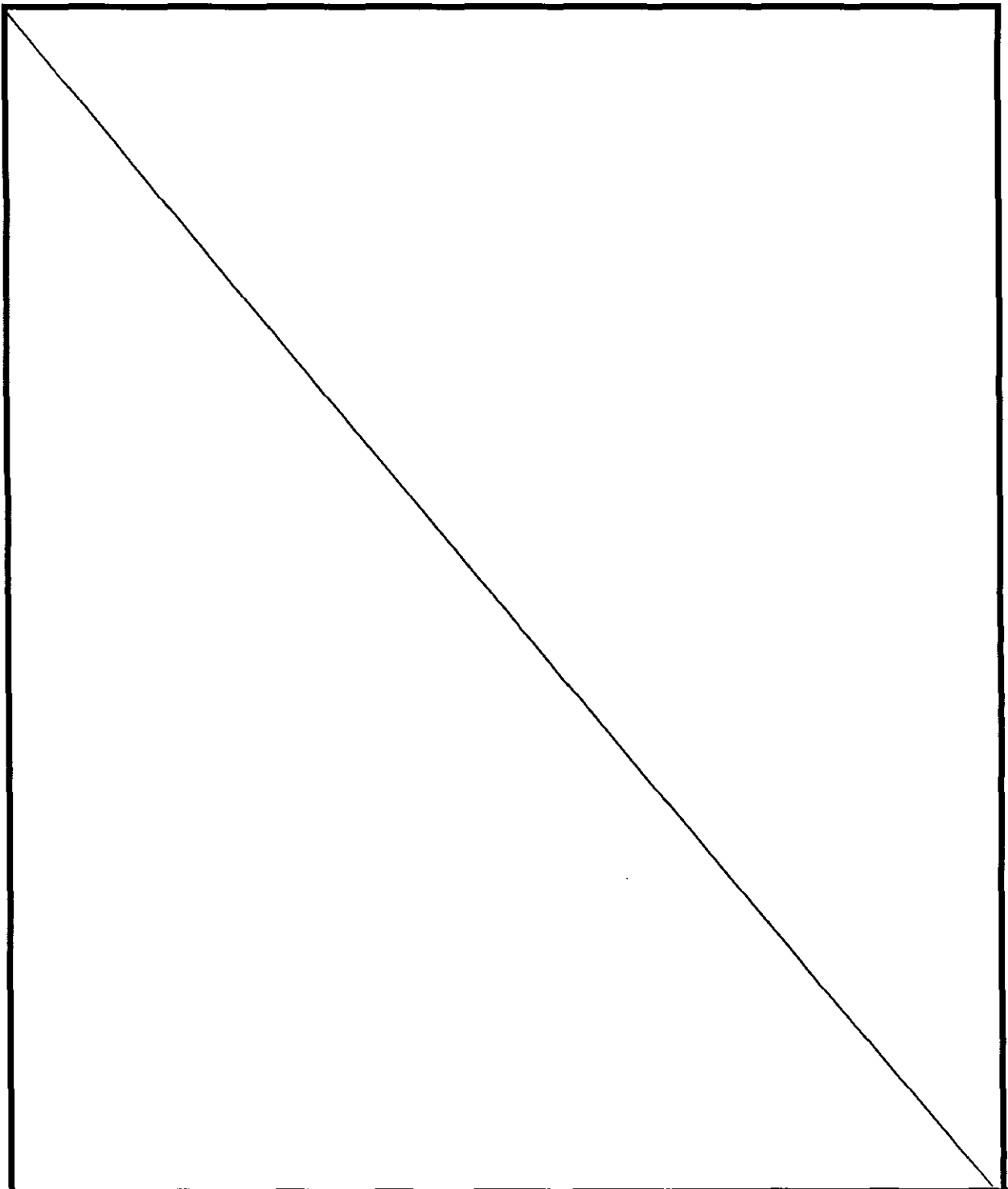
Name of company

AUTOCONTEX" AUTOMOBIL CONTAINER EXPRESS GmbH ("the Company")

Limited\*

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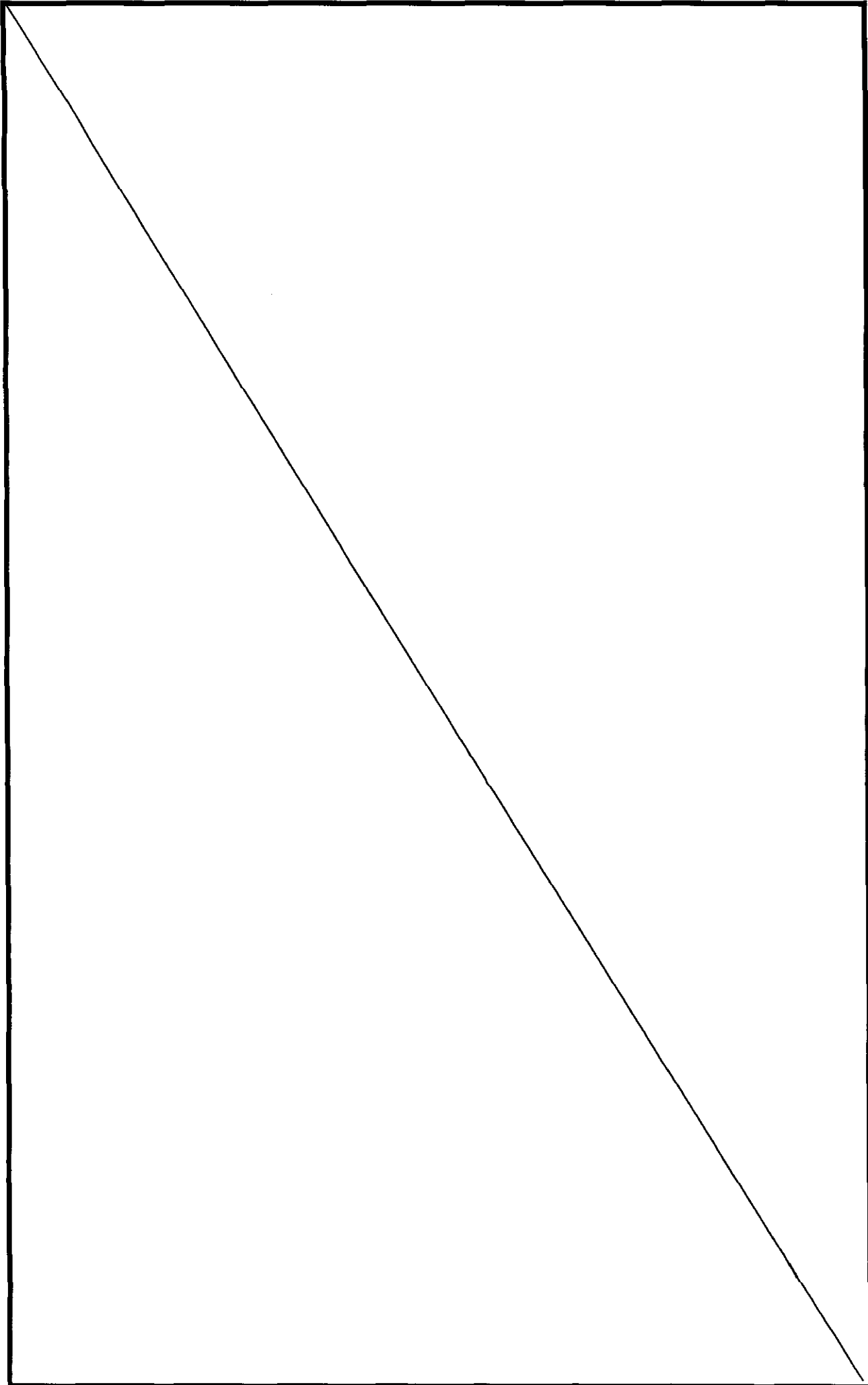
Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)



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

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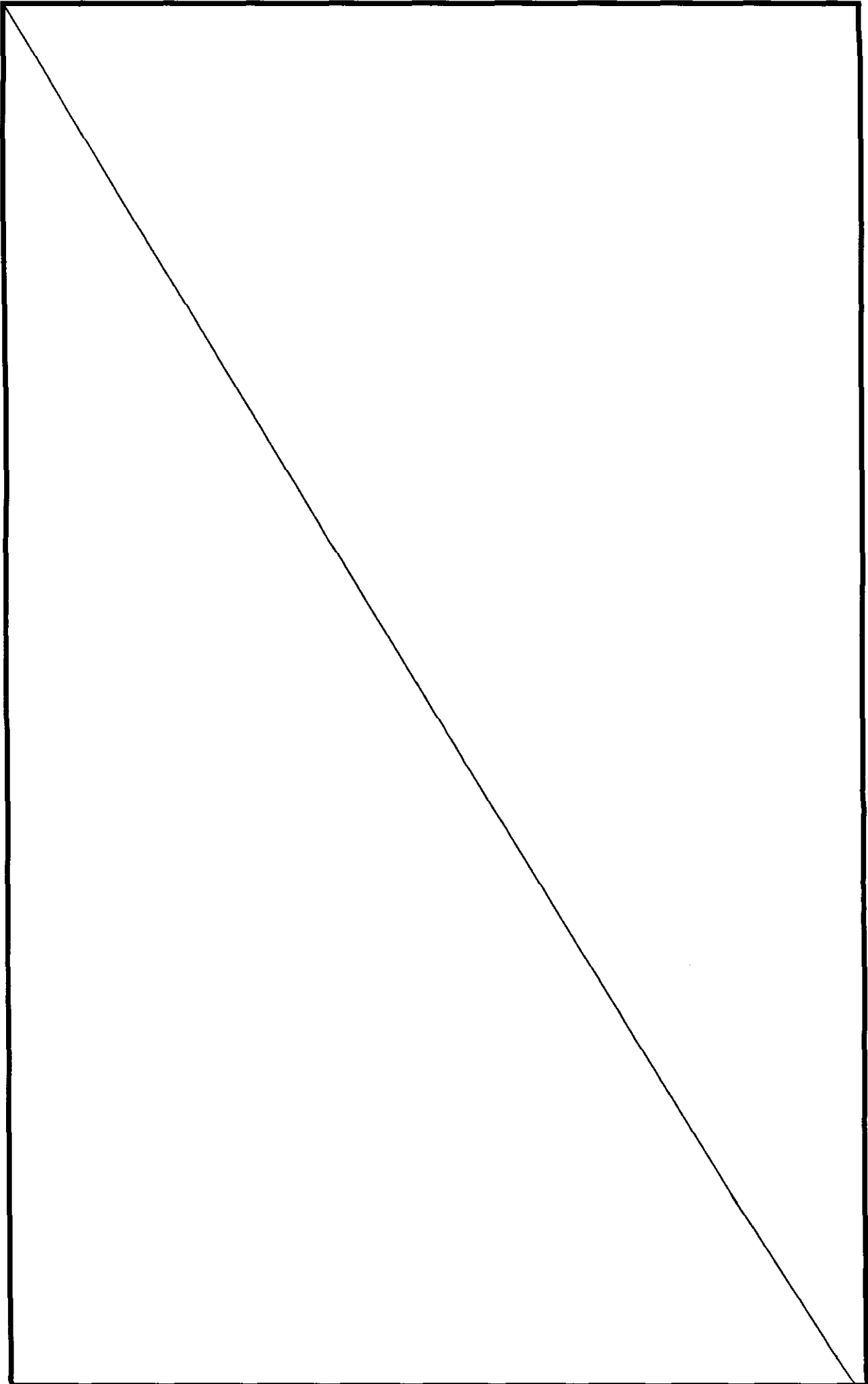
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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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



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

Please do not write in this margin

Manufacturer	Serial No	Fleet No	UN Trailer Identifier
Bernard Krone GmbH	WKESDP24000W08540	AC 9843	3.093718
Bernard Krone GmbH	WKESDP24000W08541	AC 9844	3.093804
Bernard Krone GmbH	WKESDP24000W08542	AC 9845	3.093805
Bernard Krone GmbH	WKESDP24000W08543	AC 9846	3.093724
Bernard Krone GmbH	WKESDP24000W08544	AC 9847	3.093727
Bernard Krone GmbH	WKESDP24000W08545	AC 9848	3.093728
Bernard Krone GmbH	WKESDP24000W08546	AC 9849	3.093732
Bernard Krone GmbH	WKESDP24000W08547	AC 9850	3.093943
Bernard Krone GmbH	WKESDP27000W08488	AC 9851	3.093082
Bernard Krone GmbH	WKESDP27000W08489	AC 9852	3.093083
Bernard Krone GmbH	WKESDP27000W08490	AC 9853	3.093186
Bernard Krone GmbH	WKESDP27000W08491	AC 9854	3.093141
Bernard Krone GmbH	WKESDP27000W08492	AC 9855	3.093084
Bernard Krone GmbH	WKESDP27000W08493	AC 9856	3.093085
Bernard Krone GmbH	WKESDP27000W08494	AC 9857	3.093500
Bernard Krone GmbH	WKESDP27000W08495	AC 9858	3.093244
Bernard Krone GmbH	WKESDP27000W08496	AC 9859	3.093245
Bernard Krone GmbH	WKESDP27000W08497	AC 9860	3.093246
Bernard Krone GmbH	WKESDP27000W08498	AC 9861	3.093501
Bernard Krone GmbH	WKESDP27000W08499	AC 9862	3.093267
Bernard Krone GmbH	WKESDP27000W08500	AC 9863	3.093268
Bernard Krone GmbH	WKESDP27000W08501	AC 9864	3.093502
Bernard Krone GmbH	WKESDP27000W08502	AC 9865	3.093376

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

**FILE COPY**



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

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

COMPANY No. FC018262

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHATTEL MORTGAGE DATED THE 29th JUNE 1999 AND CREATED BY "AUTOCONTEX" AUTOMOBIL CONTAINER EXPRESS GMBH FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DIE SPARKASSE IN BREMEN IN WHATEVER CURRENCY DENOMINATED UNDER OR IN CONNECTION WITH A LOAN AGREEMENT DATED 15/12/97 RELATING TO A LOAN OF DM3,500,000 AND THE DEBIT BALANCE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JULY 1999.

*Dx  
Pam*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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