

**M****COMPANIES FORM No. 395****Particulars of a mortgage or charge****395****A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

CHFP025

Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

971113

3081965

Name of company

\* D K Forecourts Limited (the "Company")

Date of creation of the charge

4 January 2000

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

Legal Charge

Amount secured by the mortgage or charge

The Company covenants with the Texaco Limited (the "Creditor") punctually to pay to Barclays Bank Plc (the "Lender") on demand all monies and all other obligations and liabilities now or hereafter due owing or incurred by the Company to the Lender under the Offer Letter when the same become due for payment or discharge whether by acceleration or otherwise together with interest (both before and after judgment) to date of payment at such rates and upon such terms as specified in the Offer Letter and all proper charges costs and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to the monies covenanted to be paid thereunder or generally in respect of the Company. (Continued).

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

Texaco Limited  
1 Westferry Circus  
Canary Wharf  
London

Postcode EC4 4HA

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

Pannone & Partners  
Solicitors  
123 Deansgate  
Manchester  
M3 2BU

JF/HJ/9713.1547

Time critical reference

For official Use  
Mortgage Section

Short particulars of all the property mortgaged or charged

The Company with full title guarantee charges to the Creditor for the payment and discharge of the Secured Obligations:

(a) by way of first legal mortgage the property comprising Caerphilly Service Station, Nantgarw Road, Caerphilly, Mid Glamorgan, title number WA773742 (the "Property") and all building fixtures and fixed plant and machinery from time to time on such property together with all rights easements and privileges appertaining to, or benefiting, the same and all additions and improvements thereto;

(b) by way of first fixed charge all tenant's and trade fixtures and fittings and all machinery, equipment from time to time on the Property;

(c) by way of first fixed charge the proceeds of any payment of any claims awards or judgments received at any time by the Mortgagor under the Insurances;

(d) by way of assignment to the Creditor all the goodwill of the Business and the benefit of all petroleum and other licences held by the Company in connection therewith (together the "Charged Assets").

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

Particulars as to commission allowance or discount (note 3)

None

Signed *Lawrence & Piro*

Date 20 1 00

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

A fee of £10 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 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.
- 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

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binding margin

**Particulars of a mortgage or charge  
(continued)**

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

CHFP025

Please complete  
legibly, preferably  
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bold block lettering

Company Number

3081965

Name of Company

D K Forecourts Limited (the "Company")

Limited\*

\* delete if  
inappropriate

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

The Company further covenants and agrees

(a) to indemnify the Creditor from and against all claims, demands, liabilities, costs, charges and expenses which may be brought or preferred against the Creditor or which the Creditor may incur arising out of or in connection with the Recourse Agreement insofar as such claims, demands, liabilities, costs, charges and expenses relate only to the repayment and/or discharge of the Term Loan Liabilities and/or arising out of or in connection with the Legal Charge;

(b) and further that the Creditor may pay immediately any amounts properly demanded from the Creditor by the Lender under the Recourse Agreement in respect of the Term Loan Liabilities on first demand being made by service of an Immediate Repayment Notice without requiring proof or the Creditor's agreement that the amount demanded is or was due;

(c) and to pay on demand by the Creditor all other monies obligations and liabilities now or hereafter due owing or incurred by the Company to the Creditor when the same become due for payment or discharge whether by acceleration or otherwise including, without limitation, interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, fees and other charges and all legal and other proper costs, charges and expenses on a full indemnity basis which may be incurred by the Company in relation to the Secured Obligations or generally in respect of the Company (together the "Secured Obligations").

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

In respect of those Charged Assets which are assigned to the Creditor under clause 3.1 of the Legal Charge they are assigned absolutely but subject to reassignment upon all Secured Obligations being paid or discharged in full and there being no future or contingent Secured Obligations which may arise, the Creditor shall at the request and cost of the Company reassign those Charged Assets to the Company.

The Company covenants with the Creditor that during the continuance of his security the Company will not create or purport to create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) to arise on or affect any part of the Charged Property; not do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value of the Creditor's security under the Legal Charge nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Charged Property charged or any part thereof; not without the prior written consent of the Creditor part with possession of transfer sell lease or otherwise dispose of any interest it has in the Charged Property or any part thereof or in any agreement relating thereto nor attempt or agree so to do.

**Definitions:**

"Business" means all that business carried on by the Company on or at the Property at any relevant time;

"Encumbrance" means any mortgage, charge, pledge, lien, hypothecation, standard security, assignment by way of security or other security interest of any kind;

"Floating Charge" means the "lightweight" floating charge of even date over all the assets and undertaking of the Company and created by the Company in favour of the Company;

"Immediate Repayment Notice" means a notice served by the Creditor on the Company advising the Company that the Security Documents have become enforceable in accordance with their terms and in substantially the form set out in the Third Schedule;

"Insurances" means the interests of the Company in any insurances now or hereafter in existence in relation to the Property taken out or continued by the Company or otherwise in accordance with this Deed;

"Offer Letter" means the letter dated on or before the date of the Legal Charge issued by the Lender in favour of and accepted by and on behalf of the Company;

"Permitted Encumbrance" means;

- (a) any Encumbrance created by or pursuant to the Legal Charge;
- (b) any Encumbrance created by the Floating Charge;

"Recourse Agreement" means:

- (i) the agreement dated 29th November 1990 made between the Lender (1) and the Creditor (2) setting out, inter alia, the terms upon which the Creditor as obligor to the Lender, inter alia, agrees to guarantee on demand by the Lender the repayment of the Term Loan Liabilities on agreed terms; and
- (ii) all other agreements made between such parties which are supplemental thereto.

"Security Documents" means:

- (i) this Deed; and
  - (ii) the Floating Charge
- together with all further agreements, deeds or other documents executed from time to time pursuant to either of the foregoing documents to which the Company is a party and any present or future document evidencing any security for or in relation to the Company's obligations to the Lender and/or the Creditor, howsoever arising;

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03081965

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 4th JANUARY 2000 AND CREATED BY D.K. FORECOURTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO TEXACO LIMITED UNDER THE OFFER LETTER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st JANUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th JANUARY 2000.

*[Handwritten signature]*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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