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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

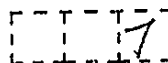
Pursuant to section 395 of the Companies Act 1985

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



829443

Name of company

*EUROFLEET RENTALS LTD

Date of creation of the charge

28th July 1992

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

ASSIGNMENT

Amount secured by the mortgage or charge

All obligations and liabilities owed or incurred to the mortgagee by the Company as principal or as surety, alone or jointly and/or severally, whether present or future, actual or contingent and liquidated or unliquidated and whether arising in contract, tort, restitution or breach or statutory duty.

ROYSCOT TRUST PLC

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

ROYSCOT HOUSE THE PROMENADE

CHELTENHAM GLOUCESTERSHIRE

GL50 1PL

Postcode

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

CREDIT CONTROL DEPT

ROYSCOT

ROYSCOT HOUSE

THE PROMENADE

CHELTENHAM

GLOS GL50 1PL

For official use
Mortgage section

REGISTERED

29 JUL 1992

Post room

Time critical reference

Particulars of all the property mortgaged or charged

By way of legal assignment all the Company's rights title and interest in the Sub-Hire Agreements described in the attached Schedule together with the benefit of all Ancillary Contracts relating thereto and all (if any) the rights of the Company to acquire title in the Goods forming the subject matter of such Sub-Hire Agreements.

By way of equitable assignment all the Company's rights title and interest in the Sub-Hire Agreements Ancillary Contracts and other contracts at any time entered into in substitution for assets assigned as above or entered into in relation to the Goods forming the subject matter of Sub-Hire Agreements and all rights of the Company to acquire title in such Goods insofar as not assigned in law.

The Assignment prohibits the creation of any mortgage charge assignment, sale or factoring arrangement or other security or encumbrance over any of the mortgaged assets or the Goods in favour of any person other than the Mortgagee without the prior written consent of the Mortgagee.

Place the full
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the margin

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

Particulars as to commission allowance or discount (note 3)

NOT APPLICABLE

Signed L. White

Date 22/7/92

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

*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.

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The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

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Companies M395

THE SECOND SCHEDULE

The Sub-Hire Agreement assigned hereunder

Finance Agreement No.	Sub-Hire Agreement No.	Date of Sub-Hire Agreement	Name of Sub-Hirer	Goods
47451273	1122	1/11/91	W M Young	One 13.6 metre Tilt Chassis: W7963
47451273	10/999	1/5/92	Barnfather Ltd	18 Tri-axle Curtainside Trailers Chassis No's: 10042/1-18

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 28th JULY 1992
and created by EUROFLEET RENTAL LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to ROYSCOT TRUST PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 29th JULY 1992

Given under my hand at the Companies Registration Office,
Cardiff the 3rd AUGUST 1992

No. 829413

J. Blake

J. BLAKE

an authorised officer

C.69a

Post
3/8/92
fm