

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M39/29 MAY / W

47

Please do not
write in this
binding margin

For official use

Company number

[MIS]

829413



Name of company

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

Eurofleet Rental Limited

("the Company")

limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

23rd May 1984

MORTGAGE DEBENTURE

Amount due or owing on the mortgage or charge

A continuing security for the payment or discharge
on demand of:-

1. all indebtedness present, future, actual and/or contingent of the Company to the Banks, ECGD or the Loan Stock Trustee (all as hereinafter defined) and each of them inter alia under or in respect of each of the facilities, agreements and arrangements referred to in recitals (A) and (B) of the Mortgage Debenture, the Trust Deeds, as from time to time amended, altered or modified, of the Loan Stock (as hereinafter defined) and the guarantee given by the Company in favour of each Bank, ECGD and the Loan Stock Trustee ("the Guarantee")

(Cont'd on page II of the attached Continuation Sheet)

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

1. National Westminster Bank PLC whose registered office is at 41 Lothbury, London EC2P 2BP as trustee (in such capacity "NWB") for the parties named at 2, 3 and 4 below and

(Cont'd on page III of the attached Continuation Sheet)

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

Messrs Wilde Sapte
Queensbridge House
60 Upper Thames Street
London EC4V 3BD

For official use

Mortgage section

Post room:

25 MAY 1984

25 MAY 1984

Time critical reference

29/5/84
3058
W

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

1. a specific equitable charge over all estates or interests in any freehold and leasehold property, together with all fixtures and fittings upon the same at the date of the Mortgage Debenture or at any time thereafter belonging to or charged to the Company ("the equitably charged property") and/or the proceeds of sale thereof;

2. a specific charge over all stocks, shares and/or other securities at the date of the Mortgage Debenture or at any time thereafter belonging to the Company ("the Shares"), including all dividends or interest paid on the shares after the date of the Mortgage Debenture and all rights, moneys or property accruing or offered at any time (by way of redemption, bonus, splitting, preference, option or otherwise) to or in respect of the Shares

(Cont'd on page IV of the attached Continuation Sheet)

Particulars as to commission, allowance or discount (note 3)

Nil

Signed Wilhelm Supte Date 24th May 1984
Designation of position in relation to the company Solicitors for National Westminster Bank PLC

Notes

- 1 The original instrument creating or evidencing the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 95 (1)). 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 or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (section 95 (3)). A copy of the instrument creating the charge will be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified as a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company. A copy will also be accepted where section 95 (5) applies and form M47c 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.

Please do not
write in this
binding margin

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Continuation sheet No. _____
to Form No. 47

Company number

829413

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

Name of company

Eurofleet Rental Limited

("the Company")

Limited

*delete if
inappropriate

Date and description of the instrument creating or evidencing the mortgage or charge
(continued) (note 2)

23rd May 1984

MORTGAGE DEBENTURE



Please do not
write in this
binding margin



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

2. all other liabilities whatsoever of the Company to the Banks, ECGD or the Loan Stock Trustee and each of them present, future, actual and/or contingent;

3. (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the enforcement of rights under the Mortgage Debenture, the Guarantee or the recovery of any of the indebtedness or other liabilities by NWB, any Bank, ECGD or the Loan Stock Trustee or by any Receiver or by a delegate or sub-delegate appointed by NWB pursuant to the Mortgage Debenture; and

4. interest on the foregoing from day to day until full discharge (as well after as before judgment) payable as, and at the rates and from the dates, specified in the Mortgage Debenture.

2. National Westminster Bank PLC
International Westminster Bank PLC
Bank of Montreal
The Governor and Company of the Bank of Scotland
Midland Bank plc
J Henry Schroder Wagg & Co Limited
Standard Chartered Bank PLC
and such other Banks and/or financial institutions to
whom indebtedness and/or liabilities of any of the
Group Companies (as listed in the attached Schedule)
may from time to time subsist and as NWB may from
time to time appoint (hereinafter referred to
collectively as "Banks" and individually as a "Bank")
and
3. The Secretary of State for Trade and Industry acting
by The Export Credits Guarantee Department ("ECGD"),
and
4. Alliance Assurance Company Limited in its capacity as
trustee ("Loan Stock Trustee") for the holders of the
John Brown PLC 5 and 5/8th% and 4 and 7/8th% Loan
Stocks 1998/2003 ("Loan Stock") which expression
includes the Loan Stocks, howsoever designated or
re-designated for the time being or from time to
time.



Please do not
write in this
binding margin



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

3. a specific charge over all book debts and other debts at the date of the Mortgage Debenture or thereafter from time to time due or owing to the Company;

4. a specific charge over the Company's present and future goodwill and the benefit of any licences, trade marks, patents, copyrights, designs and other intellectual property (whether registered or not) ("the Goodwill");

5. a charge by way of floating security over the Company's undertaking and all its property assets and rights whatsoever and wheresoever present and/or future including uncalled capital (if any) except those for the time being effectively charged by way of specific charge pursuant to the Mortgage Debenture;

6. a) a lien on all securities or other property of the Company held by any of the Banks, ECGD or the Loan Stock Trustee whether for safe custody or otherwise

b) the right (as well before as after demand under the Mortgage Debenture) to set off against any liability of the Company secured by the Mortgage Debenture, any financial obligation to, or any sum held, received or receivable on behalf of the Company by any of the Banks, ECGD or the Loan Stock Trustee;

7. The right of ECGD, inter alia, to retain sums payable to the Company in respect of credit insurances as a reserve for sums which may become payable to it under contingent claims which it may have from time to time against the Company and/or any other company of whose obligations the Company has given a Guarantee

N.B.

1. The Mortgage Debenture includes obligations on the Company to execute on request:-

a) a charge by way of legal mortgage in favour of NWB over all or any part of the equitably charged property and the Goodwill, such legal mortgage to be supplemental to, and in addition to the security created by, the Mortgage Debenture

b) legal transfers of the Shares to NWB or its nominees or otherwise

c) from time to time legal assignments to NWB of the book debts and other debts specifically charged by the Mortgage Debenture

N.B.

2. The Mortgage Debenture prohibits the Company, without the consent in writing of NWB, from (inter alia):-

(Cont'd on page IV of the attached Continuation
sheet 30.17)

Page IV

Please do not
write in this
binding margin

THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Continuation sheet No. 2
to Form No. 47

Company number

829413

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

Name of company

Eurofleet Rental Limited

("the Company")

Limited*

*delete if
inappropriate

Date and description of the instrument creating or evidencing the mortgage or charge
(continued) (note 2)

23rd May 1984

MORTGAGE DEBENTURE

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

Please do not
write in this
binding margin



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

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

[illegible]

Please do not
write in this
binding margin



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

2.

- a) . eating any mortgage charge or other security interest over the equitably charged property and the Goodwill or any part thereof or any interest therein
- b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the equitably charged property
- c) parting with possession of the equitably charged property or any part thereof, or conferring upon any person, firm, company or body whatsoever any licence, right or interest to occupy it or any part thereof
- d) creating any mortgage, charge or other security interest over the Shares or any part of or any interest in the same
- e) selling, factoring, discounting or otherwise charging or assigning the book debts and other debts specifically charged by the Mortgage Debenture in favour of any other person or purporting to do so
- f) with reference to the property, assets and rights subject to the floating charge:
 - i) creating any mortgage, charge or other security interest ranking in priority to, pari passu with or subsequent to that charge, and/or
 - ii) selling or otherwise disposing of the whole or, except in the ordinary course of business and for full value, any part of the Company's undertaking

N.B.

3. The Mortgage Debenture includes an obligation on the Company to pay to NWB or such of the other Banks as NWB may from time to time specify all monies which it may receive in respect of book debts and other debts specifically charged by the Mortgage Debenture, save where ECGD is entitled thereto, when payment may instead be made to ECGD

N.B.

4. NWB may, inter alia, under specified circumstances by notice to the Company convert the floating charge into a specific charge as regards any assets specified in the notice



M/55

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 23rd May 1984
and created by EUROFLEET RENTAL LIMITED for securing all moneys due or to
become due from the Company to National Westminster Bank PLC as trustee
for the parties named in the Mortgage Debenture

was registered pursuant to section 95 of the Companies Act, 1948,
on the 25th May 1984

Given under my hand at the Companies Registration Office,
Cardiff the - 8 JUN 1984

No. 829413

H. D. Gregory

H. D. GREGORY
an authorised officer

Certificate and instrument received by

W. L. S. S. S.

Date *11.6.84*

C.69

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

④

MS2/24 MAY / W

47

Please do not
write in this
binding margin

For official use

Company number

M1516

829413



Name of company

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

EUROFLEET RENTAL

Limited*

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Fifth Supplemental Trust Deed dated 23rd May, 1984 and made
between John Brown PLC the Company and others and Alliance
Assurance Company Limited

Amount due or owing on the mortgage or charge

£742,000 4 7/8 per cent. Secured Loan Stock 2003 of John
Brown PLC and £2,416,915 5 5/8 per cent. Secured Loan
Stock 2003 of John Brown PLC together with interest thereon
and all other monies intended to be secured by the said deed.

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

Alliance Assurance Company Limited, 1 Bartholomew Lane,
London, EC2N 2AB.

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

LINKLATERS & PAINES,
Solicitors,
59-67, GRESHAM STREET,
LONDON, EC2Y 7JA

Ref. HP.

For official use
Mortgage section

Post room

30
24/5

REGISTERED

23 MAY 1984

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in this
binding margin



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

Floating Charge over the undertaking and all the property and assets present and future wheresoever situated (including any uncalled capital).

Note: The Company is prohibited from creating or permitting to subsist any mortgage or charge on the whole or any part of its property assets or undertaking ranking in priority to or pari passu with the charges created by the said deed securing the stocks and from selling, transferring, lending and otherwise disposing of assets except as provided in the said deed.

Particulars as to commission, allowance or discount (note 3)

NIL

Signed *Carleton & Pinner* Date 23rd May, 1984
Designation of position in relation to the company Solicitors to the Trustees.

Notes

- 1 The original instrument creating or evidencing the charge, together with this form, must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 95 (1)). 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 or copy instrument could in due course of post, and if despatched with due diligence, have been received in the United Kingdom (section 95 (3)). A copy of the instrument creating the charge will be accepted where the property charged and the charge so created are both outside the United Kingdom (section 95 (3)) and in such cases the copy must be verified as a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the company. A copy will also be accepted where section 95 (5) applies and form M47c 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 subscribing or agreeing to subscribe, whether absolutely or conditionally, or 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.



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

I hereby certify that a Supplemental Trust Deed dated 23rd May 1984 and executed by EUROFLEET RENTAL LIMITED for securing £742,000 4 7/8 per cent Secured Loan Stock 2003 and £2,416,915 5 5/8 per cent Secured Loan Stock 2003 of John Brown PLC and all other moneys intended to be secured by this Deed, constituted by a Trust Deed dated 19th December 1968 and deeds supplemental thereto was registered pursuant to section 95 of the Companies Act, 1948, on the 23rd May 1984

Given under my hand at the Companies Registration Office,
Cardiff the **14 JUN 1984**

No. 829413

D. ROBERTS
an authorised officer

Certificate and instrument received by

.....

.....

Date 19/6/84

M

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

MS288 25/sep/CF

829143

Name of company

82943

* insert full name
of company

* EUROFLEET RENTAL LTD.

I, TERENCE SYDNEY BLACKSHAW
of 2, GORSE CLOSE, LITTLEOVER, DERBY

† delete as
appropriate

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

a director/~~the secretary~~ of the above company, do solemnly and sincerely declare that the debt for

which the charge described below was given has been paid or satisfied in ~~[full]~~ [part]

Date and Description of charge: MORTGAGE DEBENTURE DATED 23RD MAY, 1984

Date of Registration: 25TH MAY, 1984

Name and address of [chargee][trustee for the debenture holders] NATIONAL WESTMINSTER BANK PLC
41, LOTHBURY ROAD, LONDON EC2P 2BP

§ the date of
registration may be
confirmed from the
certificate

Short particulars of property charged: FIXED AND FLOATING CHARGE ON COMPANY'S
UNDERTAKING

§ insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at Adley, Derby
in the County of Leicestershire

Declarant to sign below

the 30th day of July
one thousand nine hundred and eighty four
before me L. Q. [Signature] Islehampton

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

T.S. BLACKSHAW,
THE SECRETARY,
EUROFLEET RENTAL LTD.,
THORN STREET,
WOODVILLE,
BURTON-ON-TRENT,
DELL 7DR

For official Use

Mortgage Section

Post room

REGISTERED

23 SEP 1987

449
25
E.L.
3010
28/9

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M422/8 MAR/CF

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

To the Registrar of Companies

For official use

Company number

[Z][I][I][I]

829413

Name of company

EUROFLEET RENTAL LIMITED

* insert full name
of company

Date of creation of the charge

1st day of MARCH

19 88

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

Debenture

Amount secured by the mortgage or charge

All the Company's liabilities to The Royal Bank of Scotland plc (the 'Bank') of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses.

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

The Royal Bank of Scotland plc

36 St Andrew Square

Edinburgh

Post code

EH 2 2YB

Presentor's name address and
reference (if any): KR15B/STRAN

The Royal Bank of Scotland plc
Securities Department
Centurion House
129 Deansgate
Manchester M3 3WR

For official Use
Mortgage Section

RECEIVED

- 3 MAR 1988

Post room

Time critical reference

Short particulars of all the property mortgaged or charged

1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company.

2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property referred to in paragraph 1.

3 By way of fixed charge—

- (i) all the plant, machinery and fixtures and fittings, furniture, equipment, implements and utensils now and in the future belonging to the Company;
- (ii) all the goodwill and uncalled capital of the Company present and future
- (iii) all stocks, shares and other securities now and in the future belonging to the Company.
- (iv) all intellectual property rights, choses in action and claims now and in the future belonging to the Company, and
- (v) all book debts and other debts now and in the future owing to the Company.

4 By way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture.

Note 1 The Debenture contains covenants by the Company with the Bank:—

- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
- (b) To pay into the Company's account with the Bank all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of book discounting, factoring or the like.

2 The Debenture gives the Bank power to appoint an Administrative Receiver.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Robert McMillan

Date

1st March 88.

On behalf of [company] [mortgagee/chargee]†

SECRETARY

† 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 precribed continuation sheet



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 1st March 1988
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 The Royal Bank of Scotland plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 3rd March 1988

Given under my hand at the Companies Registration Office,
Cardiff the 14 MAR 1988

No. 829413
Certificate and instrument received by

PCST

MA

M

COMPANIES FORM No. 403a

**Declaration of satisfaction
in full or in part
of mortgage or charge**

403a

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

MS377 / 26 MAR / cf.

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

To the Registrar of Companies

For official use

Company number

fully ms.

[] [] [] [] [] []

829 413

Name of company

* EUROFLEET RENTAL LIMITED

* insert full name
of company

I, WILSON McCLELLAND

of 607 Antrim Road, Glengormley, Newtownabbey in the County of Antrim

† delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~ of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in [full] ~~[part]~~†

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

Date and Description of charge‡ 23 May 1984 Fifth Supplemental Trust Deed

Date of Registration 23 May 1984

Name and address of ~~[charges]~~ [trustee for the debenture holders] Alliance Assurance
Company Limited Bartholomew Lane London EC2N 2AB

Short particulars of property charged§ Undertaking and all property and
assets present and future including uncalled capital

o the date of
registration may be
confirmed from the
certificate

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

§ insert brief
details of
property

Declared at 4/5 Murray Street, Belfast

Declarant to sign below

the 21st day of March

one thousand nine hundred and eighty eight

before me Mary M. White

A ~~Commissioner for Oaths or Notary Public or Justice of
the Peace or~~ Solicitor having the powers conferred on a
Commissioner for Oaths

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

Carson & McDowell,
Solicitors
Murray House,
Murray Street
BELFAST BT1 6HS

For official Use
Mortgage Section

REGISTERED

22 MAR 1988

Post room

OFFICE

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

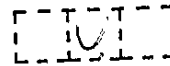
Please do not
write in
this margin

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



829413

Name of company

* EUROFLEET RENTAL LIMITED

Date of creation of the charge

28th July 1988

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

Master Agreement and Charge

Amount secured by the mortgage or charge

Each and every sum now due or that may at any time become due to Forward Trust Limited from the Company under or by virtue of any Hire Purchase Agreement Conditional Sale Agreement or Bailment Agreement (as defined) or this Deed

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

Forward Trust Limited

12, Calthorpe Road, Edgbaston Birmingham

Postcode B15 1QZ

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

Forward Trust Limited
Securities Department,
P.O.Box 366
BIRMINGHAM, B15 1RA

DATE: 29/07/1988

For official use
Mortgage section

REGISTERED

29 JUL 1988

Short particulars of all the property mortgaged or charged

All sub-hiring Agreements both present and future letting goods owned by the Chargee and all associated choses in action right and securities (Charged Assets)

The Charge includes a restriction on the creation of any further charge or lien over the Charged Assets or any of them and prohibits the Company from selling or in any dealing with them

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

PER PRO
EDWARD TRUST LIMITED
P. R. Giles
TRUST MANAGER
SECURITIES DEPT.

Date 29th July 1988

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.





Please do not
write in
this margin

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

M382C

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

829413

Name of company

* EUROFLEET RENTAL LIMITED

Date of creation of the charge

2nd January 1991

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

MORTGAGE DEBENTURE CREATING FIXED AND FLOATING CHARGE

Amount secured by the mortgage or charge

All monies debts and other liabilities howsoever arising or occurring and whether certain or contingent which now are or at any time hereafter may be due owing or incurred by the Company to United Dominions Trust Limited or for which the Company may be or become liable to United Dominions Trust Limited (whether alone or jointly with any other person and whether as principal or surety) together also with interest thereon or charges thereon.

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

UNITED DOMINIONS TRUST LIMITED

116 COCKFOSTERS ROAD

BARNET

Postcode

EN4 0DY

Presenter's name, address and
reference (if any):
UNITED DOMINIONS TRUST LTD
LEGAL DEPARTMENT
HOLBROOK HOUSE
116 COCKFOSTERS ROAD
BARNET, EN4 0DY
REF: MDL/GS/FLOOR 8

For official use
Mortgage section

REGISTERED

1 - 4 JAN 1991

Post



Time critical reference

Short particulars of all the property mortgaged or charged

1. By way of specific charge the interest from time to time of the company in all motor vehicles which are now or hereafter become the subject matter of a hiring agreement or a hire purchase agreement from UDT to the Company ("the Vehicles") together with the benefit of:
 - (i) all contracts for the sub-hire or sub-hire purchase of the Vehicles now or hereafter entered into between the Company and its customer ("the Contracts")
 - (ii) all securities guarantees and indemnities enjoyed by the Company in respect of any of the Contracts
 - (iii) all proceeds of sale, insurance claims replacements and debts now or hereafter becoming due to the Company in relation to any of the Vehicles or the Contracts
2. By way of floating security all the interest of the Company in the motor vehicles and equipment listed above and the proceeds of sale insurance claims and debts in relation to any of the said motor vehicles and equipment insofar as any provision of the specific charge hereinbefore created shall not be fully effective.

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Is Beauschan

Date

2nd January 1991

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 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.

Page 1



The Solicitors' Law Stationery Society plc, Paulden House, 5, Gough Street, Walsley, Nottingham NG1 1JF

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 2nd JANUARY 1991
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 UNITED DOMINIONS TRUST LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 4th JANUARY 1991

Given under my hand at the Companies Registration Office,
Cardiff the 10th JANUARY 1991

No. 829413

A handwritten signature in dark ink, appearing to read 'M. A. Smith'.

M. A. SMITH

an authorised officer

C.69a

POST

10/1

D.P.W.

MPlease do not
write in
this margin

COMPANIES FORM No. 395

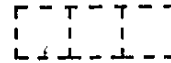
395**Particulars of a mortgage or charge**

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



829413

Name of company

* EUROFLEET RENTAL LIMITED

Date of creation of the charge

23 APRIL 1992

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

LEGAL CHARGE

Amount secured by the mortgage or charge

All the Mortgagor's liabilities to the Bank of any kind (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges and commission together with interest and all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charge Assets or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security constituted by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred.

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

THE ROYAL BANK OF SCOTLAND plc

ST ANDREW SQUARE EDINBURGH

Postcode

EH2 2YB

Presenter's name, address and
reference (if any): 36178

The London Law Agency Ltd.
84 Temple Chambers
Temple Avenue
London EC4A 3DF

For official use
Mortgage section

REGISTERED

28 APR 1992

Post room



Time critical reference

30 APR 1992

29/4

Short particulars of all the property mortgaged or charged

1. By way of legal mortgage all the Company's legal interest in the freehold land being part of the Riverside Estate West Thurrock registered at H M Land Registry under title number EX427661 and the leasehold land being part of the Riverside Estate West Thurrock registered at H M Land Registry under title number EX255680 or the proceeds of sale thereof and otherwise by specific equitable charge.
2. By way of fixed charge the plant and machinery and fixtures and fittings furniture equipment implements and utensils of the Mortgagor now and in the future at the Property.

NOTE:

The Mortgagor will not without the Bank's prior written consent create or permit to arise any mortgage charge or lien on the Property or Charged Assets; Grant or accept a surrender of any lease or licence of the Property or Charged Assets or dispose of or part with or share possession or occupation of the Property or Charged Assets. Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Sup C

Date 24 April 1992

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.

Page 2



The Stationery Society plc, Oyez House, 27 Gimpcott Street, London SE1 5LS

FORM M395
1992 EDITION
1/92

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 23rd APRIL 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 THE ROYAL BANK OF SCOTLAND plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 28th APRIL 1992

Given under my hand at the Companies Registration Office,

Cardiff the 5th MAY 1992

No. 829413

A handwritten signature in dark ink, appearing to read 'M.G. Wilson'.

M.G. WILSON

an authorised officer

C.69a

LC

5/5

MC



COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

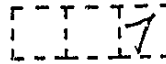
Pursuant to section 395 of the Companies Act 1985

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.

Names and addresses of the mortgagees or persons entitled to the charge
ROYSCOT TRUST PLC
309713

ROYSCOT HOUSE THE PROMENADE

CHELTENHAM GLOUCESTERSHIRE

GL50 1PL

Postcode

Presenter's name, address and
reference (if any)
CREDIT CONTROL DEPT

ROYSCOT
ROYSCOT HOUSE
THE PROMENADE
CHELTENHAM
GLOS GL50 1PL

For official use
Mortgage section

Post room

REGISTERED

29 JUL 1992

Short 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.

Please do not write in this 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 28/7/92

On behalf of XXXXXXXXX [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.



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
Bm



COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Please do not
write in
this margin

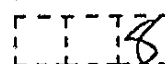
Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use Company number

Name of company



829413

*Insert full name
of company

*EUROFLEET RENTAL LTD

Date of creation of the charge

September 7th 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.

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

ROYSCOT TRUST P.C.

(CO REG NO 307113)

ROYSCOT HOUSE THE PROMENADE

Postcode

CHELTENHAM GLOUCESTERSHIRE

GL50 1PL

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

AUDIT SECTION
CREDIT CONTROL DEPT
ROYSCOT
ROYSCOT HOUSE
THE PROMENADE
CHELTENHAM

Time critical reference

For official use
Mortgage section

REGISTERED

- 8 SEP 1992

Post room

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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.

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

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.

Particulars as to commission allowance or discount (note 3)

NOT APPLICABLE

Signed L. White

Date 7/9/92

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

*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.

Page 7



The Solicitors Law Stationery Society plc, Paulson House, 8 Shepherdess Walk, London N1 7PB

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
47451295	1208	01-09-92	KINGSWOOD TRANSPORT LTD	6 TRI-AXLE PLATFORM TRAILERS S/N: 9330, 9331, 9332, 9333, 9334 & 9335
47451295	RA 32377	12-05-92	FORD MOTOR CO LTD	1 TRI-AXLE STEPFRAME TRAILER S/N: 10041/1

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 7th SEPTEMBER 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 8th SEPTEMBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 14th SEPTEMBER 1992

No. 829413

an authorised officer

C.F.93

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in
this margin

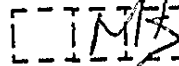
Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

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



829413

Name of company

* EUROFLEET RENTAL LIMITED

* insert full name
of company

Date of creation of the charge

28th September 1994

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

ASSIGNMENT

Amount secured by the mortgage or charge

All sums due and to become due by the Company to Montracon Tasker Finance Limited

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

Montracon Tasker Finance Limited

Sun Street, Woodville, Swadlincote,

Derbyshire

Postcode DE11 7DE

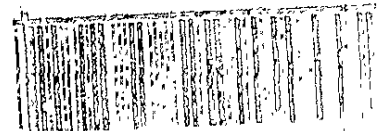
Presentor's name address and
reference (if any):

Miss Joyce Shaw
4 Melville Street
Edinburgh
EH3 7NZ

For official Use
Mortgage Section

Post room

11 OCT 1994



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

Please complete
legibly, preferably
in block type, or
bold block letters

- (A) Agreement Number 1363 between the Company and AM Widdowson & Son Limited dated 23rd August 1994 and any other Long Term Rental Agreements, Finance Lease Agreements and Contract Hire Agreements or any other such agreements or documents similar to the aforesaid which may hereafter be charged pursuant to the terms of the Assignment ("the Agreements")
- (B) all rentals and other payments and charges due or to become due arising out of or in connection with any and all of the Agreements
- (C) all moneys and claims for moneys due and for damages arising out of breach of any of the Agreements
- (D) all policies of insurance including all claims in respect of the Agreements
- (E) any and all security now or hereafter held by the Company in respect of the Agreements or any of them
- (F) any proceeds of the foregoing

Particulars as to commission allowance or discount (note 3)

N/A

Signed Joyce Shaw, Solicitor Date 10.11.94

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 also be entered.
- 4 If any of the spaces on this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

FILE COPY



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

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

COMPANY No. 00829413

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT DATED THE 28th SEPTEMBER 1994 AND CREATED BY EUROFLEET RENTAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MONTRACON TASKER FINANCE LIMITED WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th OCTOBER 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th OCTOBER 1994.

A handwritten signature in dark ink, appearing to read 'M. Saha'.

M. SAHA

for the Registrar of Companies





NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD

Companies House regrets that the microfiche record for this company, contain some documents, which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause

