



Registration of a Charge

Company Name: **EUROFLEET RENTAL LIMITED**

Company Number: **00829413**



Received for filing in Electronic Format on the: **02/09/2021**

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Details of Charge

Date of creation: **23/08/2021**

Charge code: **0082 9413 0031**

Persons entitled: **JCB FINANCE LTD**

Brief description: **ALL RIGHT TITLE INTEREST AND BENEFIT PRESENT AND FUTURE OF THE COMPANY IN THE LEASE (AS IS MORE PARTICULARLY DEFINED IN THE MASTER ASSIGNMENT AND CHARGE) INCLUDING ALL RIGHTS TO RECEIVE PAYMENTS OF WHATSOEVER NATURE THEREUNDER AND INCLUDING WITHOUT LIMITATION ALL RIGHTS TO SERVE NOTICES AND/OR MAKE DEMANDS THEREUNDER AND ALL RIGHTS OF ACTION IN RESPECT OF ANY BREACH THEREOF AND ALL RIGHTS TO RECEIVE DAMAGES OR OBTAIN RELIEF IN RESPECT THEREOF.**

Contains floating charge(s) .

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ELIZABETH DICKS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 829413

Charge code: 0082 9413 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2021 and created by EUROFLEET RENTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2021 .

Given at Companies House, Cardiff on 3rd September 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

THIS ASSIGNMENT AND CHARGE is dated...23/08/2021

BETWEEN:-

- (1) **Eurofleet Rental Limited** whose registered office is at: **36 Stewarts Road, Finedon Road Industrial Estate, Wellingborough NN8 4RJ** ("the Assignor"); and
- (2) **JCB Finance Limited**, whose registered office is at: **The Mill, High Street, Rocester, Staffordshire, ST14 5JW** ("the Company").

NOW THIS ASSIGNMENT AND CHARGE WITNESSETH as follows:-

1) **DEFINITIONS**

1.1 In this Assignment and Charge the following definitions shall apply:-

- | | |
|-----------------------|---|
| "Charged Assets" | means all right title interest and benefit present and future of the Assignor in The Leases including all rights to receive payments of whatsoever nature thereunder and including without limitation all rights to serve notices and/or make demands thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof; |
| "The Lease Agreement" | means the lease agreement or hire purchase agreement made between the Assignor and the Company dated 16/08/2021..... a copy of which is annexed hereto as Annex A together with any schedules thereto and any other lease agreement or hire purchase agreement entered into between the parties at any time; |
| "The Leases" | means the Existing Leases/or hire purchase agreements/and all Further Leases or hire purchase agreements from time to time subsisting; |
| "The Goods" | means the goods as specified in The Lease Agreement and every item or part thereof and all tools spares and accessories thereof and additions modifications replacements and renewals made thereto during the continuance of this Agreement and all relevant licences registration books and certificates insurance policies manuals and other documents and records in respect of the same; |
| "The Lessees" | means the lessees whose names and titles appear in a document forming Annex B hereto and all such other persons to whom the Assignor has leased or shall lease all or any of the goods; |

- "Existing Lease" means any lease or bailment agreement of or for any of The Goods or any part thereof entered into between the Assignor and any third party and subsisting at the date hereof together with all guarantees indemnities and other securities from time to time held by the Assignor in connection with or in respect of the Lessees' obligations under or in respect of such leases or The Goods comprised therein;
- "Further Lease" means any lease or bailment agreement of or for any of The Goods or part thereof which may at any time hereafter be granted by the Assignor to any third party together with all guarantees indemnities and other security of whatever nature from time to time held by the Assignor in connection with or in respect of the Lessees' obligations under or in respect of such leases or The Goods comprised therein.

2) COVENANT TO PAY

- 2.1 In consideration of these presents and of the Company for so long as it shall in its discretion think fit continuing to provide lease facilities to the Assignor the Assignor hereby covenants to pay to the Company all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Company by the Assignor under The Lease Agreement at the times and the manner provided therein or in any capacity or manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) including legal and other costs charges and expenses incurred or charged by the Company on a full indemnity basis.
- 2.2 Notwithstanding any arrangement or agreement between the Assignor and the Company and in addition to any other circumstances in which the monies hereby secured would become immediately due and repayable and any security constituted by Clause 3.2 would crystalize and become immediately enforceable (whether under the terms of any agreement or arrangement between the parties or at law generally) IT IS HEREBY AGREED AND DECLARED that all monies and liabilities hereby secured shall become immediately due and payable by the Assignor to the Company and any security constituted by Clause 3.2 shall crystalize and Clause 3.2 shall become immediately enforceable forthwith upon the occurrence of any of the following events:-
- (a) If the Assignor fails to pay on demand any monies or to discharge any obligation or liability payable by it from time to time to the Company or fails to comply with any term condition covenant or provision of this assignment or to perform any obligation or liability of the assignor to the Company or if any representation warranty or undertaking from time to time made by the Assignor to the Company is or becomes materially incorrect or misleading.

- (b) If the Assignor defaults under any trust deed loan agreement debenture or other agreement or obligation relating to borrowing (which expression includes all liabilities in respect of any type of credit and accepting endorsing or discounting any notes or bills all unpaid rentals and other liabilities present and future under hire purchase conditional sale leasing and similar arrangement the purchase price or charge for all acquisitions or services payment of which is deferred for three months or more and all liabilities under debt purchase factoring and like agreements contingent on non-payment of any debt) or under any guarantee (which expression includes all contingent liabilities undertaken in respect of the obligations or liabilities of the third party including all guarantees indemnities or bonds whether constituting primary or secondary obligations or liabilities) or if any borrowing or any other money payable under any of the foregoing becomes or is capable of being declared payable prior to its stated maturity or is not paid when due or if any debenture mortgage or other security now or hereafter created by the Company becomes enforceable.
- (c) If an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the undertaking property assets or revenues of the Assignor.
- (d) If any judgement or order made against the Assignor is not complied with within seven days or if an execution distress sequestration or other process is levied or enforced upon or sued out against any part of the undertaking property assets or revenues of the Assignor.
- (e) If the Assignor stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or if a notice is issued convening a meeting of or the Assignor proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors.
- (f) If the Assignor without the prior consent in writing of the Company ceases or threatens to cease to carry on its business or any material part thereof in the normal course or changes and nature or mode of conduct of its trading in any material respect.
- (g) If this assignment or any guarantee indemnity or other security for any money obligation or liability hereby secured fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy invalid or unenforceable.
- (h) If any licence authorisation consent or registration at any time necessary or desirable to enable the Assignor to comply with its obligations to the Company or to carry on its business in the normal course shall be revoked withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect.
- (i) If any material part of the assets or revenues of the Assignor is sold or disposed of or threatened to be sold or disposed of whether in a single transaction or a number of transactions.

- (j) If control (as defined in Section 435(10) of the Insolvency Act 1986 or any re-enactment or amendment thereof) or the power to take control of the Assignor is acquired by any person or company or group of associates (as defined in such Section) not having control of the Assignor at the date hereof unless with the prior written consent of the Company.
 - (k) If any of the foregoing events occurs without the prior consent in writing of the Company in relation to (a) any third party which now or hereafter has guaranteed or provided security for or given an indemnity in respect of any money obligation or liability hereby secured or (b) any subsidiary or holding company (as defined by Section 736 of the Companies Act 1985) of the Company or of any such third party or any subsidiary of any such holding company.
- 2.3 The Assignor hereby covenants immediately to notify the Company in writing of the occurrence of any of the events of default specified in Clause 2.2 or of the occurrence of any event which with the lapse of time or giving of notice would or may constitute any of the same.
- 3) CHARGING CLAUSE
- 3.1 The Assignor as Beneficial Owner and by way of first fixed security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise secured assigns and transfers the Charged Assets to the Company to hold the same unto the Company absolutely, subject to Clause 3.3.
- 3.2 The Assignor as Beneficial Owner and by way of first floating charge for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise secured hereby charges to the Company such of the Charged Assets (if any) as are not from time to time or for the time being by Clause 3.1 charged or assigned by way of fixed security to hold the same absolutely subject to Clause 3.3.
- 3.3 The assignments the agreements for assignments and charges hereby made shall be as security for the due performance by the Assignor hereunder of all its obligations to the Company under the Lease Agreement and otherwise howsoever provided that upon the expiration of the Lease Agreement and if all the obligations of the Assignor thereunder and under the Leases have been strictly complied with and the Assignor has paid or discharged all other monies and liabilities herein covenanted by it to be paid or discharged the Company shall at the request and cost of the Assignor release or reassign the Charged Assets to the Assignor or any other person entitled thereto.
- 4) COVENANTS BY THE ASSIGNOR
- 4.1 The Assignor hereby covenants with the Company that during the continuance of this security the Assignor will:-
- (a) not create or attempt to create or permit to subsist any mortgage debenture charge or pledge or permit any lien or any other encumbrance to arise on or effect the Charged Assets;

- (b) undertake and perform all the obligations to be performed by it under (The Leases) and shall indemnify the Company against any cost claim liability or expense whatsoever incurred by the Company under or in connection with The Leases or the Goods;
- (c) not compound or release any rentals or other monies or obligations due to the Assignor under the Leases or do anything whereby the recovery of the same may be impeded delayed or prevented nor vary any of the Leases or waive rights or remedies of the Lessor thereunder without the prior written consent of the Company and will use its best endeavours properly to perform and to enforce performance of the Leases in accordance with their terms and recover any sums owing thereunder;
- (d) not to grant any lease in respect of The Goods other than upon the terms of or substantially similar to those forming the documents in Annex C hereto without the prior written consent of the Company;
- (e) at the request of the Company deposit with the Company in its original form The Leases and all documents relating thereto;
- (f) keep proper books of account in relation to the rentals and all other monies hereby assigned and will at any time when required produce the same for the inspection of the Company and its advisers and agents;
- (g) not purport to deal with the Charged Assets (otherwise than in the ordinary course of realising rentals debts or monies) and in particular but without limiting the generality of the foregoing the Assignor shall not purport to assign charge sell factor or discount The Leases or the rentals or any other monies arising thereunder and hereby assigned but will pay into such account with such bank as is nominated by the Company (such account being created and maintained upon such terms as the Company may from time to time require) all monies received in respect of the same forthwith upon their receipt and otherwise to hold such monies upon trust for the Company;
- (h) provide to the Company within fourteen days of the end of each calendar month an up to date statement of rentals and monies then subject hereto with all details and particulars of the same which the Company may from time to time request.
- (i) keep the Company fully and promptly informed of all matters relating to the Leases or which might affect prejudice or depreciate the security herein afforded to the Company.
- (j) pay to the Company by way of full indemnity all monies costs charges and expenses of any kind paid or incurred by the Company or by any person out of monies provided by the Company before or after the date hereof in connection with this Assignment and the constitution and perfection of this security the protection of the interests of the Company hereunder or otherwise in connection with monies or liabilities due owing or incurred to the Company from the Assignor or the enforcement or recovery of any monies hereby secured or otherwise in taking action hereunder or exercising any power granted herein or at law generally;

- (k) forthwith at the request of the Company do and perform such other further acts and execute and deliver such further documents as may be required by law or may be reasonably requested by the Company to perfect this assignment and the rights and remedies of the Company hereunder;
- (l) not do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Company of the security hereby charged nor permit any person to become entitled to any proprietary right or interest which might affect the value of the charged Assets or any part thereof;
- (m) If not already given, give notice of the assignment of the Leases to the Lessees in the form contained in Annex D hereof and will use all reasonable endeavours to procure that The Lessees acknowledge receipt thereof direct to the Company.

5) POWERS OF THE COMPANY

5.1 If the security hereby constituted becomes enforceable in accordance with Clause 2 or if requested by the Assignor (or in the case of the action mentioned in paragraphs (b) or (c) of this clause only if the Company considers its security hereunder to be in jeopardy) the Company may take all or any of the following actions:-

- (a) Exercise without further notice and without the restrictions contained in Section 103 of the Law of Property Act 1925 and whether or not it shall have appointed a receiver all the powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers and discretions hereby conferred either expressly or by reference on a receiver appointed hereunder.
- (b) If not already given, give notice of the assignment of The Leases to the Lessees in the form contained in Annex E hereof and will use all reasonable endeavours to procure that The Lessees acknowledge receipt thereof direct to the Company.
- (c) Require The Lessees to pay all monies due or becoming due under The Leases direct to the Company.
- (d) In writing under its Common Seal or under the hand of any Director of the Company appoint any person to be a receiver and/or manager of the Charged Assets or any part thereof (with power to authorise any joint receiver and/or manager to exercise any power independently of any other joint receiver and/or manager) and may from time to time fix his or their remuneration and may remove any receiver and/or manager so appointed and appoint another in his place as to the whole or any part of the Charged Assets. A receiver and/or manager so appointed shall be the agent of the Assignor and the Assignor shall be solely responsible for his acts or default and for his remuneration and such receiver and/or manager so appointed shall have all the powers conferred by the Law of Property Act 1925 without the restrictions contained in Section 103 of the Act or conferred on administrative receivers by Schedule 1 of the Insolvency Act 1986 and in addition power on behalf and at the cost of the Assignor

(notwithstanding the liquidation of the Assignor) to do or omit to do anything which the Assignor could do or omit to do in relation to the Charged Assets or any part thereof and in particular (but without limitation) any such receiver and/or manager may:-

- (i) take possession of collect get in and give receipts binding on the Assignor for the Charged Assets and all rents and other income or fees thereof whether accrued before or after the date of his appointment in such manner as he may think fit and bring defend or discontinue any proceedings or submit to arbitration in the name of the Assignor or otherwise as may seem expedient to him;
- (ii) appoint managers agents officers and employees for any such purposes or to guard or protect the Property at such salaries and commissions for such periods and on such terms as he may determine and dismiss the same;
- (iii) sign any document execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Company's security and use the name of the Assignor for all the above purposes;
- (iv) negotiate and make any sort of agreement or arrangement whatsoever with any Lessee or any other person concerning any of the Leases or the Goods and otherwise to take or neglect to take any action whatsoever in relation to any of The Leases (including without limitation terminating the same) on such terms as he in his absolute discretion thinks fit;
- (v) to sell assign or transfer or concur in selling assigning or transferring any of the Charged Assets in such a manner at such time and for such consideration and generally on such terms and conditions as he shall think fit and to carry any such transactions into effect in the name and on behalf of the Assignor;
- (vi) to demand sue for recover receive and to give effectual discharges for payments agreed to be made under The Leases and to enforce by legal proceedings the duties and obligations imposed upon the parties thereto and to give and receive all such notices as the Leases may require;
- (vii) to make any arrangement or compromise which the Company as he shall think fit in the interests of the Company and to carry on settle or terminate any legal proceedings in which the Assignor may be involved.

5.7 All monies received by the Company or by any receiver or manager appointed by the Company in the exercise of any powers conferred by this Assignment shall be applied after the discharge of the remuneration and expenses of such receiver and all liabilities (if any) having priority thereto in or towards satisfaction of such of the monies obligations and liabilities hereby secured and in such order as the Company in its absolute discretion may from time to time conclusively determine

(save that the Company may credit the same to a suspense account for so long and in such manner as the Company may from time to time determine and the receiver may retain the same for such period as he and the Company consider expedient).

- 5.8 The Assignor hereby covenants with the Company on demand to pay all costs charges and expenses incurred by the Company or by any such receiver or which it or he shall properly incur in or about the enforcement preservation or attempted preservation of this security or of the Charged Assets or any of them or in the exercise or purported exercise of any of the powers herein contained on a full indemnity basis with interest. Any such receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by such receiver in accordance with the current practice of his firm.
- 5.9 Neither the Company nor any such receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.
- 5.10 The Assignor hereby agrees to indemnify both the Company and any such receiver against all losses actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Assignor of any of its covenants or other obligations to the Company. The Assignor shall so indemnify the Company and any such receiver on demand.
- 5.11 No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Company or any receiver appointed by it to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 5.12 Section 93 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Company pursuant hereto.

6) POWER OF ATTORNEY

6.1 The Assignor by way of security hereby irrevocably appoints the Company and the persons deriving title under it and separately any receiver appointed hereunder severally to be its attorney in the name and on behalf and as the act and deed of the Assignor or otherwise to execute seal and deliver any documents which the Company may require for perfecting its security herein or for vesting the Charged Assets in the Company or its nominees or in any purchaser and otherwise generally to sign seal deliver and otherwise perfect any such legal or other mortgage charge or assignment referred to in this Assignment and all such deeds and documents and do all such acts and things as may be required for the full exercise of the powers hereby conferred including any sale lease or disposition realisation or getting in of the Charged Assets and this appointment shall operate as a general power of attorney under Section 10 of the Powers of Attorney Act 1971. The Assignor hereby covenants with the Company and separately with any such receiver to ratify and confirm any deed document act and thing and all transactions which any such attorney may lawfully execute or do.

7) WARRANTIES OF THE ASSIGNOR

7.1 The Assignor undertakes and warrants with the Company that:-

- (a) the Assignor is the beneficial owner of the Existing Leases and all monies owing thereunder free of all liens charges and other encumbrances and adverse interests and will be the beneficial owner of the Further Leases and shall not cause any Further Lease or any Goods to be executed in the name of any company corporation firm or other legal entity other than the Assignor and will procure that all Further Leases shall be free of all liens charges and other encumbrances and adverse interests;
- (b) the Assignor is duly incorporated;
- (c) the execution and delivery of The Leases and this Assignment by the Assignor did not does not and will not contravene;
 - (i) any of the provisions of its Memorandum and Articles of Association;
 - (ii) any contract binding on the Assignor;
- (d) when executed and delivered this Assignment will be a valid and binding obligation of the Assignor enforceable in accordance with its terms;
- (e) neither The Lessees nor the Assignor is in breach of any of its obligations under any of The Leases except as may have been notified in writing to the Company by the Assignor;
- (f) except with the express written agreement of the Company none of The Leases are or will be regulated agreements as defined by the Consumer Credit Act 1974;
- (g) none of The Lessees has in any way disputed liability to make a payment due under The Leases or has any right of counterclaim or set-off;
- (h) the Assignor has no knowledge of any fact which would or might prejudice or affect any right power or ability of the Company to enforce any of The Leases or any term or terms thereof;
- (i) the Assignor will forthwith upon execution hereof physically deliver The Leases to the Company and will meantime hold the same on trust for the Company. Any Leases so delivered will be redelivered to the Assignor upon any reassignment of the same to the Assignor hereunder;
- (j) forthwith upon the execution of any Further Lease the Assignor will physically deliver the same to the Company and will meantime hold the same on trust for the Company. Any such Leases so delivered will be redelivered to the Assignor on reassignment of the same to the Assignor hereunder.

8) CONTINUING SECURITY

- 8.1 This security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee lien pledge bill note mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Company and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Company now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

9) MISCELLANEOUS

- 9.1 Each of the provisions of this Assignment is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.2 Any notice or demand for payment by the Company hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Assignor if personally served on one of the Directors or the Secretary or delivered or sent by first class letter post telex or cable to the Assignor at its registered office or at any of its principal places of business. Any such notice or demand sent by first class letter post shall if posted before the last scheduled collection of letters from the place of posting on any day be deemed to have been served on the addressee at 10.00 a.m. on the next business day following the day of posting notwithstanding that it be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted on a business day shall be deemed to have been served at the time of despatch. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Assignor.
- 9.3 In this Assignment the headings to clauses are for convenience only and have no legal effect and references to clauses and schedules are to clauses and schedules of this Assignment unless otherwise stated.
- 9.4 In this Assignment the expressions "the Assignor" and "the Company" where the context admits include their respective successors and assigns whether immediate or derivative. Any change in the constitution of the Company or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights hereunder.

9.5 The Assignor shall at any time if and when required by the Company execute such further legal or other mortgages fixed or floating charges or assignments in favour of the Company as the Company shall from time to time require over all or any of Charged Assets both present and future to secure all monies obligations and liabilities hereby covenanted to be paid or otherwise hereby secured or to facilitate the realisation of the Charged Assets or the exercise of the powers conferred on the Company or a receiver appointed by it such further mortgages charges or assignments to be prepared by or on behalf of the Company at the cost of the Assignor and to contain an immediate power of sale without notice a clause in Section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Company as the Company may reasonably require.

9.6 Any appointment or removal of a receiver and any consents hereunder may be made or given by writing signed or sealed by any such successors or assigns referred to in Clause 9.4 and the Assignor hereby irrevocably appoints each of the same to be his/her attorney in the terms and for the purposes set out in Clause 6.

10 JURISDICTION

10.1 This Assignment shall be governed by and interpreted in accordance with the Law of England and Wales.

10.2 The Assignor hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England but this Assignment may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF this Assignment has been entered into the day and year first above written.

SIGNED AS A DEED

FOR AND ON BEHALF OF EUROFLEET RENTAL LIMITED

 DIRECTOR

EXECUTED AS A DEED IN THE PRESENCE OF

NAMED D.N. Ruckmyre SIGNATURE 

ADDRESS 607 Antrim Rd.

BT36 4RF

SIGNED AS A DEED

FOR AND ON BEHALF OF JCB FINANCE LIMITED

 DIRECTOR

EXECUTED AS A DEED IN THE PRESENCE OF

 SECRETARY

