

THE COMPANIES ACTS 1948 TO 1981

## Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

ONLY

M20/183M/CF

M13/17 APR/LX

47

Please do not  
write in this  
binding margin

For official use

Company number

M49

1041096

Name of company (U.K.)

HAMILTON RENTALS, LIMITED

Please complete  
legibly, prefer-  
ably in black  
type, or bold  
block lettering\* delete if  
inappropriate

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

Mortgage debenture made 4th April 1984

Amount due or owing on the mortgage or charge

All monies due etc

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

The  
Royal Bank of Scotland plc  
42 St Andrew Square  
Edinburgh EH2 2YE

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

Travers Smith Braithwaite & Co  
6 Snow Hill  
London EC4A 2AL  
SMW/AA

Time critical reference

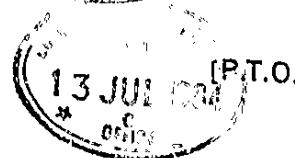
For official use  
Mortgage section

REGISTERED

REGISTERED

16 APR 1984

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in this  
binding margin

Please complete  
legibly, prefer-  
ably in black  
type or bold  
block lettering

1. By way of first fixed charge all book and other debts now and from time to time due or owing to the Company and the Good will and uncalled capital for the time being of the Company.
2. By way of first floating charge the Companies undertaking in all other property to which it is now or shall at any time hereafter become entitled.

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

none

Signed T. J. Smith Date 10.4.84

Designation of position in relation to the company Solicitors

Notes

- 1 The original instrument creating 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 copy instrument could in due course of post, and if posted with due diligence, have been received in the United Kingdom (section 95 (3)). A certified copy of the instrument creating the charge will only 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 or certified to be 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.
- 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.



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

I hereby certify that a mortgage or charge dated the 4th April 1984  
and created by HAMILTON RENTALS (U.K.) 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 section 95 of the Companies Act, 1948, on the  
16th April 1984

Given under my hand at the Companies Registration Office,  
Cardiff the 21 AUG 1984

No. 1041096

*R. M. Groves*  
R. M. GROVES

an authorised officer

Certificate and Instrument received by

..... *Post* .....

Date ..... *2-8-84* .....

C.69a

1760/65ul/CF

47



THE COMPANIES ACTS 1948 TO 1981

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

IMPORTANT

To be delivered within 21 days-see Note 1 overleaf.

Please do not write in this binding margin

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

\*delete if inappropriate

For official use

M 4 8

Company number

1041096

Name of company

HAMILTON RENTALS (U.K.) LIMITED ~~limited~~ x

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

FIXED CHARGE ON BOOK DEBTS AND FLOATING CHARGE ON OTHER ASSETS DATED 2ND JULY 1984

Amount due or owing on the mortgage or charge

ALL MONIES DUE ETC.

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

THE ROYAL BANK OF SCOTLAND plc, 42 ST ANDREW SQUARE, EDINBURGH EH2 2YE

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

Travers Smith Braithwaite & Co  
6 Snow Hill, London EC1A 2AL

REF: RLH/ARV/ROY  
TEL: 01 248 9133

For official use  
Mortgage section

REGISTERED  
- 3 JUL 1984

Post room



Time critical reference



The London Law Agency Limited

Company Registration Agents, Printers and Publishers

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP

Tel: 01-353 9471 (10 lines)

Please do not  
write in this  
binding margin



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

1. Charge by way of first fixed charge all book and other debts now and from time to time due or owing to the Company and all the goodwill and uncalled capital for the time being of the Company
2. Charge by way of first floating charge the Company's undertaking and all other property to which it is now or shall at any time hereafter become entitled.

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

None

Signed... James H. Brown ... Date... 2nd July 1984 ...

Designation of position in relation to the company ~~Solicitors for the Mortgagees~~

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 47c 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 of 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 mortgage or charge dated the 2nd July 1984  
and created by HAMILTON RENTALS (U.K.) 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 section 95 of the Companies Act, 1948, on the  
3rd July 1984

Given under my hand at the Companies Registration Office,  
Cardiff the 23 JUL 1984

No. 1041096

an authorised officer

Certificate and instrument received by

.....  
.....  
Date 31-7-84

## THE COMPANIES ACTS 1948 TO 1931

## Particulars of a mortgage or charge

M16/12 AUG/LN

Pursuant to section 95 of the Companies Act 1948

47

Please do not  
write in this  
binding margin

For official use

Company number

M 50

1041096



Name of company

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

HAMILTON RENTALS (UK) ·

Limited\*

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

8th August 1985.  
Charge creating a specific charge on instalment credit  
agreements.

Amount due or owing on the mortgage or charge

All monies owing by the company to the chargee under the charge

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

Mercantile Credit Company Limited.  
P.O.Box No 75, Elizabethan House, Great Queen Street,  
London WC2B 5DP.

Presentor's name, address and  
reference (if any): D. Garner  
Mercantile Credit Company  
Limited, P.O.Box No 75,  
Elizabethan House, Great  
Queen Street, London WC2B 5DP.

242 1234 Ext. 2573

Time critical reference

For official use  
Mortgage section

Post room

REGISTERED

- 9 AUG 1985



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

- (i) All such instalment credit agreements as are now or hereafter deposited by the company with the chargee;
- (ii) All monies payable thereunder;
- (iii) The goods comprised in such agreements;
- (iv) The benefit of all guarantees in respect thereof;
- (v) The benefit of all insurances in respect thereof;

**NOTE:** The charge provides that that the company shall not be entitled to create any further mortgage or charge on the property charged by the charge or to sell such property or to deal with any monies payable under the instalment credit agreements charged otherwise than by getting in and realising the same in the ordinary course of business subject to the terms of the charge. All monies collected by the company in respect of the agreements are to be held in trust by the company for the Chargee.

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

Signed D. Lane Date 8th August 1985  
Designation of position in relation to the company Admin. Officer employed by the Chargee

## 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

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

I hereby certify that a mortgage or charge dated the 8th August 1985 and created by HAMILTON RENTALS (U.K.) LIMITED for securing all moneys due or to become due from the Company to the Chargee under the terms of the Charge

was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 9th August 1985

Given under my hand at the Companies Registration Office,  
Cardiff the 30 AUG 1985

No. 1041096

C T ZALOCK

an authorised officer

Certificate and instrument received by

.....

.....

Date 3/9/85

C.69

M

Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M124/28 Aug/cf

47

Please do not  
write in this  
binding margin

For official use

Company number

MIST

D1040196

I 1041096

Name of company

HAMILTON RENTALS (U.K.)

Limited\*

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

A Debenture dated the 21st day of August 1985 and made between Hamilton Rentals (U.K.) Limited of the one part and The Royal Trust Company of Canada of the other part

Amount due or owing on the mortgage or charge

All monies and liabilities which shall for the time being be due owing or incurred by the Company to the Bank whether actually or contingently and whether solely or jointly with any other person and whether as principal or surety including interest commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Company's accounts.

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

Royal Trust Company of Canada whose registered office is at

Royal Trust House, 48-50 Cannon Street, London EC4N 6LD

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

HAYES DIXON  
146 STRAND  
LONDON  
WC2R 1JH

For official use  
Mortgage section

Post room

REGISTERED

23 AUG 1985

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
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binding margin

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

A fixed and floating charge on the undertaking and all property and assets present and future including goodwill, uncalled capital and book debts *all buildings, fixtures, fixed plant and machinery*, and all patents, *PATENT APPLICATIONS, TRADE MARKS, TRADE NAMES, REGISTERED* Designs Copyrights Licences & Auxiliary & Connected Rights.

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

None

Signed *Macfarlane* Date 21 Nov 1935  
Designation of position *Secretary* in relation to the company

## 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

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

I hereby certify that a mortgage or charge dated the 21st August 1985  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Royal Trust Company of Canada

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 23rd August 1985

Given under my hand at the Companies Registration Office,  
Cardiff the 19 SEP 1985

No. 1041096

*P. Jones.*

an authorised officer

Certificate and Instrument received by

*POST*

Date

*19-9-85*

C.69a

## THE COMPANIES ACTS 1948 TO 1981

## Particulars of a mortgage or charge

Pursuant to section 95 of the Companies Act 1948

M125/28 Aug 1985

47

Please do not  
write in this  
binding margin

For official use

Company number

M125

D 1043196

I 1041096



Name of company

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

HAMILTON RENTALS (U.K.)

Limited\*

\*delete if  
inappropriate

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

A Debenture dated the 21st day of August 1985 and made between  
Hamilton Rentals (U.K.) Limited of the one part and Banco Hispano  
Americano Limited of the other part

Amount due or owing on the mortgage or charge

All monies and liabilities which shall for the time being be due  
owing or incurred by the Company to the Bank whether actually or  
contingently and whether solely or jointly with any other person  
and whether as principal or surety including interest commission  
or other lawful charges and expenses which the Bank may in the  
course of its business charge in respect of any of the matters  
aforesaid for keeping the Company's accounts.

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

Banco Hispano Americano Limited whose registered office  
is at 15 Austin Friars, London EC2N 2DJ

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

HAYES DIXON  
146 STRAND  
LONDON  
WC2R 1JH

Ref: GDG

For official use  
Mortgage section

Post room

REGISTERED

23 AUG 1985

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 black  
lettering

A fixed and floating charge on the undertaking and all property and  
assets present and future including goodwill, uncalled capital  
and book debts with all buildings fixtures, fittings, plant and  
machinery and all patents, patent applications, trade marks, trade  
names, registered designs, Copyright, designs & inventions & connected rights.

100% of the above

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

None

Signed M. J. P. [Signature] Date 21 Nov 1995

Designation of position in relation to the company Director

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**

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

I hereby certify that a mortgage or charge dated the 21st August 1985  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to Banco Hispano Americano Limited

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 23rd August 1985

Given under my hand at the Companies Registration Office,  
Cardiff the 19 SEP 1985

No. 1041096

*P. Jones.*

an authorised officer

Certificate and instrument received by  
..... *Post* .....

.....  
Date ..... *19-9-85* .....

**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

MS209/22 NOV/LN

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

To the Registrar of Companies

For official use Company number

[MIS13]

1041096

Name of company

\* HAMILTON RENTALS (UK) LIMITED

\* insert full name  
of companyI, MARTIN FREDERICK BRAMLEY  
of 19 EXETER HOUSE, PUTNEY HEATH, LONDON SW15.† delete as  
appropriate‡ Insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.a director<sup>and</sup> 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‡ Debenture dated 4th April 1984Date of Registration§ 16th April 1984Name and address of [chargee][trustee for the debenture holders]  
Royal Bank of Scotland PLC of 24 Lombard Street, London EC3o the date of  
registration may be  
confirmed from the  
certificateShort particulars of property charged§ All undertaking and assets§ insert brief  
details of  
propertyAnd 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 Michel J. Syson, M.A.  
7 Canina Parade  
Western Avenue  
Ealing, London W5  
Commissioner for Oaths

Declarant to sign below

the 12<sup>th</sup> day of November  
one thousand nine hundred and eighty five  
before me Michel J. SysonM. F. Bramley  
MARTIN F. BRAMLEYA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresentor's name address and  
reference (if any):Macfarlanes  
10 Norwich Street  
London EC4A 1BD

RMER/29.1646/SH

For official Use  
Mortgage Section**REGISTERED**

21 NOV 1985

Post room

22  
11



**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

MS 220/22 NOV/LN

To the Registrar of Companies

For official use

Company number

[MIS14]

1041096

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

Name of company

\* HAMILTON RENTALS (UK) LIMITED

\* insert full name  
of companyI, MARTIN FREDERICK BRAMLEY  
of 19 EXETER HOUSE, PUTNEY HEATH, LONDON SW15† delete as  
appropriate‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.§ the date of  
registration may be  
confirmed from the  
certificate§ insert brief  
details of  
propertyand and 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: Debenture dated 2nd July 1984Date of Registration: 3rd July 1984Name and address of [chargee][trustee for the debenture holders] Royal Bank of  
Scotland PLC of 24 Lombard Street, London EC3Short particulars of property charged: All undertaking and assetsAnd 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 Michel J. Syson, M.A.,  
7 Cinema Parade  
Western Avenue  
Ealing, London W5  
Commissioner for Oaths

Declarant to sign below

the 12<sup>th</sup> day of November  
one thousand nine hundred and eighty five,  
before me Michael J. SysonM.F. Bramley  
MARTIN F. BRAMLEYA Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresenter's name address and  
reference (if any):Macfarlanes  
10 Norwich Street  
London EC4A 1BD

RMER/29.1646/SH

For official Use  
Mortgage Section

Post room

REGISTERED

21 NOV 1985



22/11

# 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

M42/2 APR/LN

Dfd.

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

To the Registrar of Companies

For official use

Company number

M55

1841096

1041096

Name of company

\* HAMILTON RENTALS (U.K.) LIMITED

\* Insert full name  
of company

Date of creation of the charge

March 27, 1986

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

CHARGE dated March 27, 1986

Amount secured by the mortgage or charge

ALL MONIES payable by the Chargor/Borrower under the  
Equipment Loan Agreement dated March 13, 1986 with  
Security Pacific Eurofinance Inc.

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

SECURITY PACIFIC EUROFINANCE INC.

THE ADELPHI, JOHN ADAM STREET

LONDON

Postcode

WC2N 6HP

Presentor's name address and  
reference (if any):GORDON G. KAPLAN  
GOTTESMAN JONES & PART-  
NERS  
ALDWYCH HOUSE, ALDWYCH  
LONDON WC2B 4HN

For official Use

Mortgage Section

Post room

REGISTERED

L-1 APR 1986



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not  
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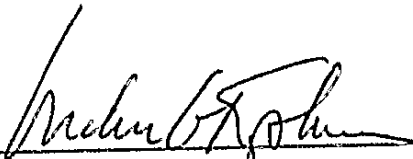
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

1. ALL EQUIPMENT specified in computer print-outs attached to and made part of the CHARGE including all up-grades, additions to and replacements of such Equipment.
2. THE BENEFIT of all present and future leases of such Equipment including the right to receive and enforce the payment of all rentals and other sums payable under such leases.
3. ALL PROCEEDS from the sale, transfer or other disposition of such Equipment and the right to receive and enforce the payment of all monies payable under insurance policies in respect of the loss or damage of such Equipment.

Particulars as to commission allowance or discount (note 3)

NONE

Signed



Date

April 1, 1986

On behalf of ~~XXXXXXXXXXXX~~ **GORDON G. KAPLAN** [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



**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 27th March 1986  
and created by HAMILTON RENTALS (U.K.) LIMITED for securing all moneys  
due or to become due from the Company to the Chargee under the terms of a  
Loan Agreement dated 13th March 1986

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 1st April 1986

Given under my hand at the Companies Registration Office,  
Cardiff the 1st April 1986

No. 1041096

  
C.T. POLLOCK

an authorised officer

Certificate and instrument received by  
.....*Paul*.....  
.....  
Date .....15.4.86.....

# 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

S23C  
22/7

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

To the Registrar of Companies

For official use

Company number

\* insert full name  
of company

Name of company

[ ] [ ] [ ] [ ]

1041096

\* HAMILTON REFINANCIALS (UK) LIMITED.I, NEIL MICHAEL MCNAMARAof 16 SUTTON COURT, LONDON W4 3TG

† 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‡ 8.8.85 CHARGE ON INSTALLMENT CREDIT AGREEMENTDate of Registration 9.8.85

§ the date of  
registration may be  
confirmed from the  
certificate

Name and address of [chargee] ~~[trustee for the debenture holders]~~ MERCANTILE CREDIT COMPANY  
LIMITED, ELIZABETHAN HOUSE, GREAT QUEEN STREET, LONDON WC2B 5DPShort particulars of property charged§ INSTALLMENT CREDIT AGREEMENT

§ 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 Fetter Lane,  
London EC4

Declarant to sign below

the 31st day of May  
one thousand nine hundred and eighty-eight  
before me [Signature]

[Signature]

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):

For official Use

Mortgage Section

REGISTERED

14 JUL 1988

Post

COMPANIES REGISTRATION

1 JUL 1988

25

# 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

S24C  
22/7

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

To the Registrar of Companies

For official use

Company number

1041896

1041896

Name of company

\* HAMILTON RENTALS (UK) LIMITED.

\* insert full name  
of company

I, NEIL MICHAEL MCNAMARA

of 16 SUTTON COURT, FAULCONBERG ROAD, LONDON W43JG

† 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† 21.8.85 DEBENTURE

Date of Registration† 23.8.85

§ the date of  
registration may be  
confirmed from the  
certificate

Name and address of [chargee][trustee for the debenture holders] ROYAL TRUST COMPANY  
OF CANADA, 48-50 CANNON ST, LONDON EC4

Short particulars of property charged§ FIXED AND FLOATING OVER UNDERTAKING  
AND ALL PROPERTY

§ 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 Fetter Lane  
London EC4

Declarant to sign below

the 31st day of May  
one thousand nine hundred and eighty-eight  
before me [Signature]

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):

Atlantic Computers  
Fetter Lane  
London  
EC4A 1BR

For official Use  
Mortgage Section

REGISTERED

14 JUL 1988

Post room

COMPANIES REGISTRATION

14 JUL 1988

OFFICE

25

# M

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

403a

569C  
22/7

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ]

1024 10916

Name of company

\* HAMILTON RENTALS (U.K.) LIMITED

I, NEIL MICHAEL MCNAMARA

of 16 SUTTON COURT, LONDON W4 3JG

[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]†

Date and Description of charge‡ 27.3.86 CHARGE

Date of Registration 1.4.86

Name and address of [chargee][trustee for the debenture holders] SECURITY PACIFIC EUROFINANCE INC, THE ADELPHI, JOHN ADAM ST, LONDON.

Short particulars of property charged§ EQUIPMENT SET OUT IN SCHEDULE TO CHARGE

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 16th Lane  
London EC4

Declarant to sign below

the 31st day of May  
one thousand nine hundred and eighty eight  
before me [Signature]

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):For official Use  
Mortgage Section

REGISTERED

14 JUL 1988

Post room

COMPANIES REGISTRATION

14 JUL 1988

M

OFFICE

25

**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

570C  
22/7Please complete  
logically, preferably  
in black type or,  
bold block lettering

To the Registrar of Companies

For official use

Company number

[5][1][1][1]

1041896

Name of company

\* HAMILTON RENTALS (U.K.) LIMITED

\* insert full name  
of companyI, NEIL MICHAEL MCNAMARAof 116 SUTTON COURT, LONDON W4 3JG† delete as  
appropriate‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.§ the date of  
registration may be  
confirmed from the  
certificate§ insert brief  
details of  
property

[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]‡

Date and Description of charge: 21.8.85 DEBENTUREDate of Registration: 23.8.85Name and address of [chargee] [trustee for the debenture holders] BANCO HISPANO AMERICANO  
LIMITED, 15 AUSTIN FRIS, LONDON E2M 2J5Short particulars of property charged: FIXED AND FLOATING CHARGE OVER  
UNDERTAKING AND PROPERTYAnd 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 Fetter Lane,  
London EC4

Declarant to sign below

the 31st day of May  
one thousand nine hundred and eighty-eight  
before me [Signature]A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresentor's name address and  
reference (if any):For official Use  
Mortgage Section**REGISTERED**

14 JUL 1988

Post room

COMPANIES REGISTRATION

14 JUL 1988

M

OFFICE

25





COMPANIES FORM No. 395  
**Particulars of a charge**

**395**

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

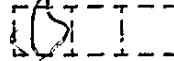
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

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

For official use

Company number



1041096

Name of company

\* HAMILTON RENTALS (U.K.) LIMITED

Date of creation of the charge

30th June 1989

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

DEED OF ASSIGNMENT

Amount secured by the charge

All amounts due or to become due to the Chargee from the Company in respect of rental, supplemental rental and termination sums payable under the hire purchase agreements ("the HP Agreements", the HP contract numbers in respect of which are 66R, 67R, 68R and 109R) for the hire of equipment by the Chargee to the Company.

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

FIRST BANK NATIONAL ASSOCIATION

16 ST HELEN'S PLACE

LONDON

Postcode

EC3A 6BT

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

Richards Butler  
5 Clifton Street  
London EC2A 4DQ

Ref: WF/CB

For official Use  
Mortgage Section

Post room:

**REGISTERED**

-4 JUL 1989



Time critical reference

By way of assignment all monies, including the lease rentals, benefits, claims, rights and demands whatsoever and any amount payable following and in consequence of the termination of the leaseings under the lease agreements for the lease of computer equipment by the Company to various lessees ("the Agreements", particulars of which lease numbers are set out on the continuation sheet) and any insurance proceeds receivable by the Company in respect of a total loss or constructive total loss of the equipment specified in the schedule to any HP Agreement which the Company may now or at any time hereafter have or be entitled to under or by virtue of or in respect of or incidental to the Agreements, provided that:-

- (-) if at any time the amount of lease rentals payable by a lessee under any Agreement shall be increased as a result of a change in the rate of Corporation Tax or other variation in tax as contemplated thereby, the amount of such increase shall (for so long as the Company is performing its obligations under the Deed of Assignment and under such Agreement) not be assigned and shall be payable to or receivable by the Company; and

cont'd

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

-----

Signed Richards Butler

Date 3rd July 1989

On behalf of ~~company~~ [chargee] Solicitors

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a charge  
(continued)**

Please do not  
write in this  
binding margin

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

1041096

Name of company

HAMILTON RENTALS (U.K.)

Limited\*

\*delete if  
inappropriate

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

- b) any amount of lease rentals attributable to Value Added Tax (or its equivalent) shall be payable to or receivable by the Company who shall account to the appropriate authorities for the same.

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

The Agreements - Lease numbers

3030  
3033  
3035  
R3038

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 30th JUNE 1989  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from the Company to FIRST  
BANK NATIONAL ASSOCIATION under the terms of THE HIRE PURCHASE  
AGREEMENTS (AS DEFINED) AND THIS CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 4th JULY 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 12th JULY 1989

No. 1041096

A handwritten signature in cursive script, appearing to read 'P. Jones'.

P. JONES

an authorised officer

C.69

1/6  
12/7/89  
65

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

✓ 30/8

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

To the Registrar of Companies

For official use

Company number

M46

B I I I

1041096

Name of company

\*HAMILTON RENTALS (UK) LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge

19 AUGUST 1989

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

CHARGE (the "Charge")

Amount secured by the mortgage or charge

All moneys obligations and liabilities payable under or by virtue of the Lease (as defined below) or by virtue of the Charge (the "Secured Moneys").

The "Lease" means a lease agreement between the Company (1) and Woodchester (as defined below) (2) by which the Company has taken or agreed to take on certain plant and machinery (the "Equipment") under the terms of a lease in Woodchester's standard form documentation.

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

WOODCHESTER EQUIPMENT LEASING LIMITED ("Woodchester")

Woodchester House, Selsdon Way, Docklands,

London

Postcode

E14 9GL

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

Stephenson Harwood  
One, St. Paul's Churchyard  
London EC4M 8SH

Ref: A444/337  
(COY/205/262C/263C/264C/265C)

Time critical reference

For official Use  
Mortgage Section

REGISTERED

29 AUG 1989

Post room



Short particulars of all the property mortgaged or charged

All of the Company's rights, titles, benefits and interests whatsoever present and future whether proprietary, contractual or otherwise under or arising out of or in respect of the sub-leases referred to below (the "Agreements") and all future sub-leases of the Equipment leased or hired by Woodchester to the Company under the Lease (the Agreement and all such future sub-leases being collectively referred to as the "Charged Agreements" which expression extends to all amendments, variations or extensions thereto) but excluding the Equipment; including but not limited to all claims for damages or other remedies in respect of any breach of the Charged Agreements, all moneys whatsoever which at the date of the Charge or may at any time thereafter be or become due or owing to the Company under or arising out of the Charged Agreements or in connection with the rights of the Company evidenced thereby (including all claims against insurers) and the present and future rights, titles, benefits and interests of the

continued .....

Please do not write in this margin

Please complete legibly, preferably in black type, and bold block letters

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Stephen Murrell*  
Solicitors

Date

25/9/89

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  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

1041096

Name of company

HAMILTON RENTALS (UK)

Limited\*

\*delete if  
inappropriate

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



Company to or in the same and the full benefit of all guarantees, indemnities, debentures, mortgages, charges and other security of whatsoever nature at the date of the Charge or thereafter held by the Company in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing the Charged Agreements and the said guarantees, indemnities, debentures, mortgages, charges and other security in the name of the Company or otherwise but so that Woodchester shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing.

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

#### Notes

- A. The Charge is a first fixed charge and in the case of any debt or other legal thing in action constitutes an assignment unto Woodchester absolutely (but subject to redemption upon payment of all moneys, obligations and liabilities covenanted to be paid or otherwise secured).
- B. By Clause 2 of the Charge the Company covenanted except with the previous written consent of Woodchester not to:-
- (i) create or permit to subsist any other mortgage or charge upon the Charged Agreements or any part thereof;
  - (ii) allow any lien to arise on or affect the Charged Agreements or any part thereof;
  - (iii) grant any time or indulgence or agree to any variation, amendment or modification to any of the Charged Agreements or release, in whole or in part, the lessee under any of the Charged Agreements from any obligation thereunder or purport to do the same.

C. Schedule 1 contains the following particulars of the Agreement:-

<u>Date</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Equipment Leased</u>
5. 5.89	The Company	Edinburgh Portable Compilers	1 x SUN 360M-P14
3. 3.89	The Company	Sphinx Limited	1 x 3 COM Computer System 3 x 3 COM Station 2E Cables and Connectors 1 x COMPAQ 386 M100 Portable 1 x COMPAQ 386/25 Model 110 Deskpro
26. 5.89	The Company	The Boots Company plc	1 x HEWLETT 7959 Disc Drive
20. 7.89	The Company	Deltacam Systems Limited	3 x SUN 4/60 Workstations
28.12.88	The Company	Strandmill Limited	28 x MOTOROLA HT800 Comms Devices 28 x REMOTE Comms Devices 5 x MODEL ELN 1030 Chargers

continued.....

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

Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Company number

1041096

Name of company

HAMILTON RENTALS (UK)

Limited\*

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

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

Please do not  
write in this  
binding margin

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

<u>Date</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Equipment Leased</u>
10. 3.89	The Company	Torch Technologies Limited	1 x SUN 3/60FC-4-P14 1 x SUN 386i/250 FC-8-P11
7.12.88	The Company	United Computer Solutions Limited	1 x SUN 360FC4-P5 3 x SUN 3/50 M4 1 x SUN RR250C-4-P9 1 x SUN RR107 4M BYTE Memory Expansion 1 x SUN RREXP 1 x 6 PORT SPIDER BOX 1 x QUME LASER PRINTER System Software
1.12.88	The Company	Financial Marketing Consulting Group plc	1 x APPLE MAC P.C.
5. 4.89	The Company	Monds Chartered Accountants	1 x COMPAQ 386/20E Deskpro 1 x COMPAQ 386 S Deskpro Colour 1 x COMPAQ Portable III/20 1 x HP LaserJet II 1 x Novell Netware 1 x Software 2 x Amstrad 2086 Mono Screens 1 x Dataflex Modem
9. 3.89	The Company	K2 Software Developments	1 x SUN 3/60 M-4-P5 1 x SUN 3/60 M-4 1 x SUN 3/60 M-4 1 x Apple Laserwrite, Laser printer 1 x 506A 327MB Expansion Disc 1 x H.P. Disk Drive
9. 2.89	The Company	Mantix Systems Limited	
13.12.88	The Company	Bechtel Limited	1 x SUN 3/60C-8-P5 1 x SUN SM2-03 1 x SUN DN1-6.0-4-234R-5 1 x SUN PC-NFS-51M-A 1 x SUN PC-NFS-MC-A
10. 5.89	The Company	Bechtel Limited	1 x SUN 327MB shoe box
14. 3.89	The Company	New Media International Limited	2 x COMPAQ 386/25 Model 300 2 x 3 COMM 3C501 ETHERLINK CARD 2 x HP700/22 1 x HP LAZERJET II 1 x QUALSTAR 9 Track 6250 1 x 20 + 20 MB Bernoulli Box Drive

continued.....

Please do not  
write in this  
binding margin

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

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

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

Company number

1041096

Name of company

HAMILTON RENTALS (UK)

\*delete if  
inappropriate

Limited\*

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

<u>Date</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Equipment Leased</u>
25. 1.89	The Company	Holistic System Limited	1 x VAXMATE 2000 1 x TK50Z-F3 1 x BA 408-AA 1 x VMS OP System
2.11.88	The Company	24 Hour Promotions Limited	1 x Open Access II + Modem + Datalink 1 x IBM PS2 60-071 System with colour monitor keyboard mouse digitizing tablet and cable 1 x NEC printer with colour option 1 x HP Scanner 1 x PS2 MCA Interface + IBM writing assistant V2.0 + software.
29.12.88	The Company	Celtic Trees Plc	1 x COMPAQ 286 3 x IBM ATX 2 x EPSON LQ500 1 x EPSON LQ850 1 x OKI PRINTER 4 x NETWORK CARDS 4 x A.R.T. EPOS cash registers and peripherals
4.11.88	The Company	SQL Systems Limited	1 x SUN 3/60 M-4-P14 1 x SUN SM2-03 1 x SUN PC-NFS-3C-51 1 x CABLES AND CONNECTORS 1 x SUN 104C
1. 3.89	The Company	United Computer Solutions Limited	1 x RR150 FC-4-P9 386i 1 x SUN OS 1 x RREXP Expansion Tape Unit
17. 3.89	The Company	Tynebeck (P.E.S.) Limited	1 x SUN 386i/250C-A-P9E 19" colour monitor 60MB 1/4" tape streamer 1 x HP7595 plotter plus 1 x Digitiser tablet system software

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

FILE COPY



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

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

I hereby certify that a mortgage or charge dated the 19th AUGUST 1989  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from the Company to  
WOODCHESTER EQUIPMENT LEASING LIMITED under the terms of A LEASE (AS  
DEFINED) AND THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 29th AUGUST 1989

Given under my hand at the Companies Registration Office,

Cardiff the 7th SEPTEMBER 1989

No. 1041096

*P. T. Harrington*

P. T. HARRINGTON  
an authorised officer

LC AD

C.69

7/9/89

## Particulars of a mortgage or charge

395

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

\* Insert full name  
of company

\* HAMILTON RENTALS (UK) LIMITED (the "Company")

Date of creation of the charge

19 AUGUST 1989

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

CHARGE (the "Charge")

Amount secured by the mortgage or charge

All moneys obligations and liabilities payable under or by virtue of the Lease (as defined below) or by virtue of the Charge (the "Secured Moneys").

The "Lease" means a lease agreement between the Company (1) and Woodchester (as defined below) (2) by which the Company has taken or agreed to take on certain plant and machinery (the "Equipment") under the terms of a lease in Woodchester's standard form documentation.

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

WOODCHESTER EQUIPMENT LEASING LIMITED ("Woodchester")

Woodchester House, Selsdon Way, Docklands,

London

Postcode

E14 9GL

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

Stephenson Harwood  
One, St. Paul's Churchyard  
London EC4M 8SH

Ref: A444/337  
(COY/205/270C/271C)

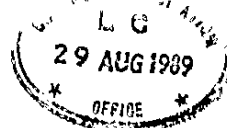
Time critical reference

For official Use  
Mortgage Section

Post room

REGISTERED

29 AUG 1989



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

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

All of the Company's rights, titles, benefits and interests whatsoever present and future whether proprietary, contractual or otherwise under or arising out of or in respect of the sub-lease referred to below (the "Agreement") and all future sub-leases of the Equipment leased or hired by Woodchester to the Company under the Lease (the Agreement and all such future sub-leases being collectively referred to as the "Charged Agreements" which expression extends to all amendments, variations or extensions thereto) but excluding the Equipment; including but not limited to all claims for damages or other remedies in respect of any breach of the Charged Agreements, all moneys whatsoever which at the date of the Charge or may at any time thereafter be or become due or owing to the Company under or arising out of the Charged Agreements or in connection with the rights of the Company evidenced thereby (including all claims against insurers) and the present and future rights, titles, benefits and interests of the

continued .....

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Stephanie Harwood*

Date

25/8/89

On behalf of <sup>SOLICITORS</sup> ~~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  
binding margin

# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company number

1041096

Name of company

HAMILTON RENTALS (UK)

Limited\*

\*delete if  
inappropriate

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

Company to or in the same and the full benefit of all guarantees, indemnities, debentures, mortgages, charges and other security of whatsoever nature at the date of the Charge or thereafter held by the Company in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing the Charged Agreements and the said guarantees, indemnities, debentures, mortgages, charges and other security in the name of the Company or otherwise but so that Woodchester shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing.

Notes

A. Schedule 1 contains the following particulars of the Agreement:-

<u>RENTAL</u> <u>AGREEMENT</u> <u>DATED</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>EQUIPMENT</u> <u>LEASED</u>
22nd March 1989	The Company	Digital Exploration Limited	1 x 4/110ce-8-P5 1 x SS1-03 1 x 4/110ce-8 Diskless 1 x SS1-03 3 x 3/60 C-8-P5 3 x SM2-03 3 x T10.6-0-423R-5 5 x Software Updates

B. The Charge is a first fixed charge and in the case of any debt or other legal thing in action constitutes an assignment unto Woodchester absolutely (but subject to redemption upon payment of all moneys, obligations and liabilities covenanted to be paid or otherwise secured).

C. By Clause 2 of the Charge the Company covenanted except with the previous written consent of Woodchester not to:-

- (i) create or permit to subsist any other mortgage or charge upon the Charged Agreements or any part thereof;
- (ii) allow any lien to arise on or affect the Charged Agreements or any part thereof;
- (iii) grant any time or indulgence or agree to any variation, amendment or modification to any of the Charged Agreements or release, in whole or in part, the lessee under any of the Charged Agreements from any obligation thereunder or purport to do the same.

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 19th AUGUST 1989  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from the Company to  
WOODCHESTER EQUIPMENT LEASING LIMITED under the terms of A LEASE (AS  
DEFINED) AND THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 29th AUGUST 1989

Given under my hand at the Companies Registration Office,

Cardiff the 7th SEPTEMBER 1989

No. 1041096

A handwritten signature in cursive script, reading 'P. T. Harrington'.

P. T. HARRINGTON  
an authorised officer

LC AD

7/9/89

C.69

# 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

✓ 30/8

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

To the Registrar of Companies

M49

For official use

B I I I

Company number

1041096

Name of company

\* HAMILTON RENTALS (UK) LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge

19 AUGUST 1989

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

CHARGE (the "Charge")

Amount secured by the mortgage or charge

All moneys obligations and liabilities payable under or by virtue of the Lease (as defined below) or by virtue of the Charge (the "Secured Moneys").

The "Lease" means a lease agreement between the Company (1) and Woodchester (as defined below) (2) by which the Company has taken or agreed to take on certain plant and machinery (the "Equipment") under the terms of a lease in Woodchester's standard form documentation.

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

WOODCHESTER EQUIPMENT LEASING LIMITED ("Woodchester")

Woodchester House, Selsdon Way, Docklands,

London

Postcode

E14 9GL

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

Stephenson Harwood  
One, St. Paul's Churchyard  
London EC4M 8SH

Ref: A444/337  
(COY/205/268C/269C)

Time critical reference

For official Use  
Mortgage Section

REGISTERED

29 AUG 1989

Post room



Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

All of the Company's rights, titles, benefits and interests whatsoever present and future whether proprietary, contractual or otherwise under or arising out of or in respect of the sub-lease referred to below (the "Agreement") and all future sub-leases of the Equipment leased or hired by Woodchester to the Company under the Lease (the Agreement and all such future sub-leases being collectively referred to as the "Charged Agreements" which expression extends to all amendments, variations or extensions thereto) but excluding the Equipment; including but not limited to all claims for damages or other remedies in respect of any breach of the Charged Agreements, all moneys whatsoever which at the date of the Charge or may at any time thereafter be or become due or owing to the Company under or arising out of the Charged Agreements or in connection with the rights of the Company evidenced thereby (including all claims against insurers) and the present and future rights, titles, benefits and interests of the

continued .....

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Stephen Howard*

Date

*25/8/89*

SOLICITORS

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  
binding margin

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

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Company number

1041096

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

Name of company

HAMILTON RENTALS (UK)

\*delete if  
inappropriate

Limited\*

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

Company to or in the same and the full benefit of all guarantees, indemnities, debentures, mortgages, charges and other security of whatsoever nature at the date of the Charge or thereafter held by the Company in respect of all or any of the foregoing and all moneys from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing the Charged Agreements and the said guarantees, indemnities, debentures, mortgages, charges and other security in the name of the Company or otherwise but so that Woodchester shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing.

Notes

A. Schedule 1 contains the following particulars of the Agreement:-

<u>RENTAL AGREEMENT DATED</u>	<u>LESSOR</u>	<u>LESSEE</u>	<u>EQUIPMENT LEASED</u>
22nd June 1989	The Company	Expert Information Systems (Holdings) plc	1 x VAX 6310

B. The Charge is a first fixed charge and in the case of any debt or other legal thing in action constitutes an assignment unto Woodchester absolutely (but subject to redemption upon payment of all moneys, obligations and liabilities covenanted to be paid or otherwise secured).

C. By Clause 2 of the Charge the Company covenanted except with the previous written consent of Woodchester not to:-

- (i) create or permit to subsist any other mortgage or charge upon the Charged Agreements or any part thereof;
- (ii) allow any lien to arise on or affect the Charged Agreements or any part thereof;
- (iii) grant any time or indulgence or agree to any variation, amendment or modification to any of the Charged Agreements or release, in whole or in part, the lessee under any of the Charged Agreements from any obligation thereunder or purport to do the same.

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 19th AUGUST 1989  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from the Company to  
WOODCHESTER EQUIPMENT LEASING LIMITED under the terms of A LEASE (AS  
DEFINED) AND THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 29th AUGUST 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 7th SEPTEMBER 1989

No. 10410<sup>a</sup>6

A handwritten signature in cursive script, reading 'R. T. Harrington'.

R. T. HARRINGTON

an authorised officer

LC AD

7/9/89

C.69





COMPANIES FORM No. 395  
**Particulars of a charge**

**395**

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

23/11

m209c

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

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

For official use

Company number

B I I I

1041096

Name of company

\* HAMILTON RENTALS (UK) LIMITED

\* insert full name  
of company

Date of creation of the charge

13 NOVEMBER 1989

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

DEED OF ASSIGNMENT

Amount secured by the charge

ALL SUMS DUE AND THAT MAY BECOME DUE BY HAMILTON RENTALS (UK) LIMITED TO  
BRITISH LINEN SHIPPING LIMITED.

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

BRITISH LINEN SHIPPING LIMITED

4 MELVILLE STREET

EDINBURGH

Postcode EH3 7NZ

27  
Presentor's name address and  
reference (if any):

J W ROBERTSON ESQ  
THE BRITISH LINEN BANK LTD  
4 MELVILLE STREET  
EDINBURGH

For official Use  
Mortgage Section

Post room

REGISTERED  
20 NOV 1989

20 NOV 1989

Tim : : ical reference

Short particulars of all the property charged

ALL RIGHT, TITLE AND INTEREST HELD BY HAMILTON RENTALS (UK) LIMITED IN AND TO RENTAL AGREEMENTS NO Z07610 AND L68874 BOTH DATED 30 JUNE 1989 BETWEEN HAMILTON RENTALS (UK) LIMITED AND DEVENPORT MANAGEMENT LIMITED FOR THE HIRE OF COMPUTER EQUIPMENT.

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

*[Signature]*  
Company Secretary

Date

*17<sup>th</sup> November 1989*

On behalf of [company] [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. 333 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 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

I hereby certify that a mortgage or charge dated the 13th NOVEMBER 1989  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from the Company to BRITISH  
LINEN SHIPPING LIMITED UNDER OR BY VIRTUE OF OR IN RESPECT OF OR  
INCIDENTAL TO THE AGREEMENTS.

was registered pursuant to Chapter I Part XII of the Companies Act,  
1985, on the 20th NOVEMBER 1989

Given under my hand at the Companies Registration Office,  
Cardiff the 1st DECEMBER 1989

No. 1041096

A handwritten signature in black ink, appearing to read 'P. T. Harrington'.

P. T. HARRINGTON

an authorised officer

POST AD

1/12/89

C.69

# 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

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

\* Insert full name  
of company

MSOLC

For official use



Company number

1041096

Name of company

\* Hamilton Rentals (UK) Limited (the "Company")

Date of creation of the charge

4th May 1990

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

Guarantee and Debenture dated 4th May 1990 between the Company  
Cartpalm Limited and Hamilton Re-Marketing Limited and Banco  
Hispano Americano Limited (the "Bank")

Amount secured by the mortgage or charge

See continuation sheet no. 1 page 1

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

Banco Hispano Americano Limited whose registered office is at

15 Austin Friars, London

Postcode EC2N 2DJ

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**Jordans**

JORDAN & SONS LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON EC1A 3EE  
TELEPHONE 01 253 3030  
TELEX 261010



Presentor's name address and  
reference (if any):  
Norton Rose  
Kempson House  
Camomile Street  
London EC3A 7AN  
Ref: JRL/DGL/38/P192

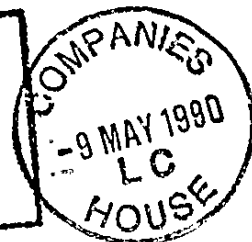
Time critical reference

For official Use  
Mortgage Section

Post room

**REGISTERED**

9 MAY 1990



10/5

Short particulars of all the property mortgaged or charged

See continuation sheet no. 1 page 1

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

Date

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.

Amount secured by the mortgage or charge:

all Indebtedness and all Liabilities due to the Bank including, without limitation, all principal, interest, fees, costs, charges, expenses and other moneys from time to time payable under or pursuant to the Facility Agreement; all Indebtedness and all Liabilities of any other Principal Debtor due to the Bank (except any Indebtedness or Liabilities of such other Principal Debtor as Guarantor for the Charging Company concerned), in each case when the same become due whether by acceleration or otherwise together with interest (as well after as before judgment) to date of payment at such rates and upon such terms as may from time to time be agreed (or which would be payable but for any Incapacity of any Principal Debtor), commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such Indebtedness or Liabilities or generally in respect of the Charging Companies or any Collateral Instrument.

Short Particulars of all the property mortgaged or charged:

1. (a) its Properties and all its present and future plant, machinery, vehicles, computers and office and other equipment;
  - (b) its Securities;
  - (c) its Debts;
  - (d) its uncalled capital;
  - (e) its goodwill and all its present and future patents, patent applications, trade marks, service marks, trade mark applications, service mark applications, trade names, registered designs and copyrights and all other industrial or intangible property or rights and all licences and ancillary and connected rights relating to its industrial and intangible property; and
  - (f) its undertaking and all its other property, assets and rights whatsoever and wheresoever both present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and, if and in so far as the charges thereon or on any part thereof contained in (a)-(e) above shall for any reason be ineffective as fixed charges, the assets described in (a)-(e).
2. The charges created by the Debenture shall:
    - (a) as regards the assets described in (a)-(e) of paragraph 1 above, be first fixed charges (and as regards all those parts of the freehold and leasehold property now vested in the Company shall constitute a charge by way of legal mortgage thereon); and
    - (b) as regards the assets described in (f) of paragraph 1 above be a first floating charge (subject to Clause 3.04 of the Debenture).

In the Debenture "Charged Assets" means the assets of the Company both present and future as described in (a)-(f) of paragraph 1 above.

3. The Company covenants in Clause 3.03 in the Debenture that it shall not without the prior consent in writing of the Chargees:

- (a) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance on or over, the Debts or any part thereof or release, set off or compound the same or deal with the same otherwise than by getting in and realising the same in the ordinary course of, and for the purpose of, its trading business (it being acknowledged that any sale, factoring or discounting of Debts shall not be regarded as realisation in the ordinary course of, and for the purpose of, its trading business);
  - (b) dispose of, or create or attempt to create or permit to subsist or arise any Encumbrance other than a Permitted Encumbrance on or over, any other part of its Charged Assets except for:
    - (i) disposals of its stock-in-trade which may be sold at full market value in the ordinary course of, and for the purpose of, its trading business;
    - (ii) the application of cash in the acquisition of assets or services in the ordinary course of business.
4. Clause 3.04 of the Debenture provides that the Bank shall be entitled at any time by notice in writing to the Company to convert the floating charge over all or any part of the assets described in (f) of paragraph 1 above into a fixed charge as regards the assets specified in such notice.
5. Clause 3.05 of the Debenture provides that notwithstanding anything expressed or implied in the Debenture, the Bank shall be entitled at any time by giving notice in writing to that effect to a Charging Company to convert the floating charge over all or any part of the Floating Charge Assets of that charging company into a fixed charge as regards the assets specified in such notice being assets which the Bank considers may be in danger of being seized or sold under or pursuant to any form of distress or execution or may otherwise be in jeopardy.
6. Clause 5.01 of the Debenture contains a covenant by each Charging Company that during the continuance of this security each such Charging Company will:
- (a) pay into its account with the Bank or such other account as the Bank may from time to time specify all moneys which it may receive in respect of its Debts forthwith on receipt;
  - (b) deposit with the Bank (to be held at the risk of such Charging Company):
    - (i) all deeds and documents of title relating to its Properties and the insurance policies relating thereto;
    - (ii) all certificates and documents of title relating to its Securities and such deeds of transfer in blank and other documents as the Bank may from time to time require for perfecting the title of the Bank to such Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser; and
    - (iii) all such other documents relating to its Charged Assets as the Bank may from time to time require;

and at 5.01(i) the Company covenants that it will not without the prior consent in writing of the Bank vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties or any credit sale, hire purchase, leasing, rental, licence or like agreement for any equipment used in its business.

Please do not  
write in this  
binding margin

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

7. Clause 6 of the Debenture provides that each Charging Company shall at any time if and when required by the Bank execute such further mortgages, charges or other instruments in favour of the Bank as the Bank shall from time to time require over all or any of the Charged Assets to secure the Secured Obligations of such Charging Company, such further mortgages, charges or other instruments to be prepared by or on behalf of the Bank at the cost of the Parent Company and to contain (a) an immediate power of sale without notice, (b) a clause excluding section 93 of the Law of Property Act 1925 and the restrictions contained in section 103 of the Law of Property Act 1925 and (c) such other clauses for the benefit of the Bank as the Bank may reasonably require. Without prejudice to the generality of the foregoing each Charging Company shall execute as and when so required by the Bank:
- (a) a mortgage, charge, standard security or other hypothecation (as appropriate) over any heritable property in Scotland owned, or any recorded lease of heritable property in Scotland held, by it at the date of this Deed, any leasehold or freehold property in Northern Ireland or the Republic of Ireland owned by it at the date of this Deed, and any and all heritable fixtures and fittings and fixed plant and machinery at any time situate thereon including (without prejudice to the generality of the foregoing) tenants fixtures and fittings in and upon any such leased property; and/or
  - (b) a legal mortgage, legal charge, standard security or other hypothecation (as appropriate) over any freehold, leasehold and heritable properties acquired by it after the date of this Deed (including all or any of the Properties as and when the same are conveyed, transferred, or let to it) and over any and all fixtures, trade fixtures and fixed plant and machinery at any time and from time to time situate thereon.
8. Clause 13 of the Debenture provides that during the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Charging Companies in relation to the Charged Assets or any part thereof.
9. Clause 14.01 provides that each Charging Company shall:
- (a) secure the ultimate balance from time to time owing to the Bank by each Principal Debtor and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever; and
  - (b) be in addition to any present or future Collateral Instrument, right or remedy held by or available to the Bank; and
  - (c) not be in any way prejudiced or affected by the existence of any such Collateral Instruments, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable.
10. In the Debenture the following definitions are used:
- "Charged Assets" means, in relation to a Charging Company, all the undertaking, goodwill, property, assets and rights of that Charging Company described in Clauses 3.01 and 3.02;



Please do not  
write in this  
binding margin

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

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

"Charging Company" means the Parent Company and each of the Charging Subsidiaries;

"Charging Subsidiaries" means the Original Charging Subsidiaries (as set out in Schedule 1 of the Debenture) namely Cartpalm Limited and Hamilton Re-Marketing Limited and each other subsidiary (if any) of the Parent Company which, pursuant to the terms of the Facility Agreement is required to become, and becomes, a party to this Deed pursuant to a Supplemental Deed;

"Collateral Instruments" means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any Indebtedness or Liabilities of any Charging Company;

"Debts" means, in relation to a Charging Company, all book and other debts, revenues and claims both present and future which may be or become due or owing to that Charging Company including, without limitation, any amounts from time to time standing to the credit of any bank or other accounts of that Charging Company and the benefit of all insurance policies and all proceeds thereof (not being personal accident or health or disability policies taken out for the benefit of employees to the extent that any proceeds of such policies are in fact paid to employees or their dependants) and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor liens and associated rights;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment by way of security, title retention or other encumbrance of any kind;

"Facility Agreement" means the agreement set out in the facility letter dated 4th May 1990 made between the Parent Company and the Bank pursuant to which the Bank agreed to make available to the Parent Company an overdraft and bill acceptance facility for working capital purposes;

"Floating Charge Assets" means, in relation to a Charging Company, the assets of that Charging Company described in (a)-(e) of paragraph 1 hereof;

"Guarantor" means each Charging Company to the extent only that it covenants by virtue of its Guarantee to pay or discharge Indebtedness and/or Liabilities due, owing or incurred to the Bank by any Principal Debtor other than itself;

"Incapacity", in relation to a person, means the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership).

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future actual or contingent;

"Liabilities" means all obligations and liabilities whatsoever, whether express or implied, whether as principal or surety, whether present or future, actual or contingent, whether joint or several, in whatever style, name or form and in

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

whatever currency denominated including without limitation (a) liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates, (b) liabilities arising from the issue, acceptance, endorsement and discount of any notes, bills of exchange or other negotiable or non-negotiable instruments and (c) liabilities arising out of documentary or other credits or instruments;

"Parent Company" means Hamilton Rentals (UK) Limited (No. 1041096)

"Permitted Encumbrance" means in relation to a Charging Company:

- (i) liens arising by operation of law in the ordinary course of business; and
- (ii) any Encumbrance arising by way of retention of title of goods by the supplier of such goods where such goods are supplied on credit and are acquired in the ordinary and usual course of trading of that Charging Company;

"Principal Debtor" means (a) any Charging Company and (b) any other present or future subsidiary of the Parent Company, in each case to the extent only that it owes Indebtedness or incurs Liabilities to the Bank;

"Properties" means, in relation to a Charging Company, the present and future freehold and leasehold property of that Charging Company (including without limitation the leasehold interest in the property specified in Schedule 2 of the Debenture) and all present and future liens, charges, options, agreements, rights and interests in or over land and all buildings and fixtures from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same;

"Securities" means, in relation to a Charging Company, all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of that Charging Company both present and future in any person (including, without limitation, any other Charging Company) and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of conversion, redemption, bonus, preference, option or otherwise in respect thereof;

LD99A/2

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 4th MAY 1990  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from THE COMPANY AND/OR ALL  
OR ANY OF THE OTHER COMPANIES NAMED THEREIN to BANCO HISPANO AMERICANO  
LIMITED under the terms of THE FACILITY AGREEMENT DATED 4th MAY 1990 AND  
THIS DEED

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 9th MAY 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 15th MAY 1990

No. 1041096

A handwritten signature in dark ink, appearing to read 'P. Jones'.

P. JONES

an authorised officer

C. 39

4/c  
15/5 JK

**Particulars of a charge****395**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 letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

16/8

[Stamp]

1744-735

1041096

Name of company

\* Hamilton Rentals (UK) Limited  
(the mortgagor)\* insert full name  
of company

Date of creation of the charge

3rd AUGUST 1990

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

A credit agreement entitled "Credit Application" and dated 3rd AUGUST 1990  
between the Mortgagor and Close Brothers Limited (the "Mortgagee") (the  
"Credit Application").

Amount secured by the charge

All amounts payable by the Mortgagor to the Mortgagee pursuant to the terms  
of the Credit application.

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

Close Brothers Limited		
36, Great St Helen's		
London	Postcode	EC3A 6AP

Presentor's name address and  
reference (if any):Close Brothers Limited  
36, Great St Helen's  
London EC3A 6AP

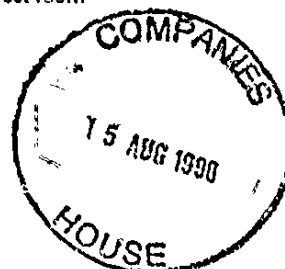
Ref: MLG

For official Use  
Mortgage Section

Post room

REGISTERED

15 AUG 1990



Time critical reference

Short particulars of all the property charged

All its right, title and interest in and to all sums payable (including by way of refund) under the insurance, particulars whereof are set out below, as from time to time varied or extended and the benefit of all powers and remedies for cancelling and/or enforcing the same.

Please do not write in this margin

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

<u>Particulars of Policies:</u>		<u>Policy No.</u>	<u>Period (12 months from)</u>	<u>Premium</u> £
<u>Type</u>	<u>Insurers</u>			
CON COMB	AIU	41003570	1.7.90	28778-80
Computer	NV	TBA	1.7.90	620-00
Travel	Cigna	550K425515	1.7.90	690-00
Motor	ES	A993530303	1.7.90	20100-00

Particulars as to commission allowance or discount (note 3)

NIL

Signed



DIRECTOR

Date

14/8/90.

On behalf of (company) [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", "DeLenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 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

I hereby certify that a mortgage or charge dated the 3rd AUGUST 1990  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing all moneys due or to become due from the Company to CLOSE  
BROTHERS LIMITED PURSUANT TO THE TERMS OF THE CREDIT APPLICATION

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 15th AUGUST 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 21st AUGUST 1990

No. 1041096

A handwritten signature in cursive script, appearing to read 'P. Jones'.

P. JONES  
an authorised officer

C.69

Post JG  
21/8/90

# M

COMPANIES FORM No. 395

## Particulars of a charge

# 395

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  
(Address overleaf - Note 5)

For official use

Company number

Name of company

\* Hamilton Rentals (UK) Limited  
(the Mortgagee)

Date of creation of the charge

5th August 1991

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

A credit agreement entitled "PROMPT Credit Application" and dated 5.8.91  
between the Mortgagor and Close Brothers Limited (the "Mortgagee") (the "Agreement").

Amount secured by the charge

£ 35445.80, being the total amount payable (inclusive of credit charge)  
by the Mortgagor to the Mortgagee pursuant to the terms of the Agreement.

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

Close Brothers Limited	
36, Great St Helen's	
London	Postcode EC3A 6AP

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

Close Brothers Limited  
36, Great St Helen's  
London EC3A 6AP

Ref: PR

Time critical reference

For official Use  
Mortgage Section

REGISTERED

15 AUG 1991

Post room

COMPANIES HOUSE

15 AUG 1991

M

83

All its right, title and interest in and to all sums payable (including by way of refund) under the insurance, particulars whereof are set out below, as from time to time varied or extended and the benefit of all powers and remedies for cancelling and/or enforcing the same.

Please do not write in this margin

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

<u>Particulars of Policies:</u>		<u>Policy No.</u>	<u>Period (12 months from)</u>	<u>Premium</u> £
<u>Type</u>	<u>Insurers</u>			
MOTOR	ES	-	30.6.91	16560-00
CAR	AU	-	30.6.91	15961-75.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Date

13/8/91

On behalf of [company] [chargee]†

**CLOSE BROTHERS LIMITED**  
**Authorised Signatory**

† delete as appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ





**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 5th AUGUST 1991  
and created by HAMILTON RENTALS (U.K.) LIMITED

for securing £35,445.80 due from the Company to CLOSE BROTHERS LIMITED  
PURSUANT TO THE TERMS OF THE AGREEMENT

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 15th AUGUST 1991

Given under my hand at the Companies Registration Office,  
Cardiff the 21st AUGUST 1991

No. 1041096

*F. W. Hillier*  
F. W. HILLIER

an authorised officer

C.69

*Post  
21891*

# M

COMPANIES FORM No. 395

# 395

MTC

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please do not write  
in this marginPlease complete  
legibly, preferably  
in block type or bold  
black lettering

To the Registrar of Companies

For official use

Company number

4

1041096

Name of company

\* Insert full name  
of company

\* HAMILTON RENTALS PLC

Date of creation of the charge

19TH JULY 1993

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

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to Coutts &amp; Co.

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

Coutts &amp; Co.

Registered Office: 15, Lombard Street, London

Postcode

EC3V 9AU

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

Coutts &amp; Co.

Address: ST MARTINS OFFICE

440 STRAND

LONDON

WC2R 0QS

Presentor's reference  
and/or telephone number

JSK/LO 752 1000 X 1409

Time critical reference

For official use  
Mortgage section

22 JUL 1993



Short particulars of all the property mortgaged or charged

(a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.

(b) A specific charge over all stocks shares or other securities in any subsidiary companies for the time being.

(c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.

(d) A specific charge over its goodwill and the benefit of any licences.

(e) A floating charge over the undertaking and all the other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.

(f) A charge by way of legal mortgage over the undermentioned property and the proceeds of sale thereof.

Please complete  
in this space

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

Particulars as to commission allowance or discount (note 3)

Nil

per pro Coutts & Co.

Address: ST MARTINS OFFICE  
440 STRAND  
LONDON  
WC2R 0AS

Please see notes below.

Signed

Date 21ST JULY 1993

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.

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 19th JULY 1993  
and created by HAMILTON RENTALS PLC

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to COUTTS & CO.

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 22nd JULY 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 27th JULY 1993

No. 1041096

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

M. SAWA

an authorised officer

C.69a

bst  
27.7.93  
mn

# 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  
(Address overleaf)

For official use

Company number

[Stamp]

1041096

Name of company

\* Insert full name  
of company

*847*  
\* HAMILTON RENTALS (UK) LIMITED PLC

I, JONATHAN WOOLLEY  
of 55 THE AVENUE, SUNBURY-ON-THAMES, MIDDLESEX TW16 5HY

† 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]†

Date and Description of charge† A credit agreement entitled "PROMPT" dated 3.8.90

Date of Registrations 15.8.90

Name and address of [chargee][trustee for the debenture holders] Close Brothers Limited  
35 Great St Helen's London EC3A 6AP

o the date of  
registration may be  
confirmed from the  
certificate

Short particulars of property charged All its right, title and interest in and to all  
sums payable under the insurances as per Form 395

§ 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 784 Manor Rd Wembley  
in the London Borough of  
Brent

Declarant to sign below

the 9<sup>th</sup> day of August  
one thousand nine hundred and ninety three  
before me [Signature]

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):

Close Brothers Limited

For official Use

Mortgage Section

REGISTERED

21 AUG 1993

Post



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 1935

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

To the Registrar of Companies  
(Address overleaf)

5656  
For official use

Company number

1041096

Name of company

HAMILTON RENTALS (UK) LIMITED PLC

\* Insert full name  
of company

I, JONATHAN WOOLLEY

of 55 THE AVENUE SUNDAY ON TPA21 MIDDESEX

[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]

Date and Description of charge: A credit agreement entitled "PROMPT" dated 5.8.91

Date of Registration: 15.8.91

Name and address of [charger][trustee for the debenture holders] Close Brothers Limited  
36 Great St Helen's London EC3A 6AP

Short particulars of property charged: All its right, title and interest in and to all  
sums payable under the insurances as per Form 395

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 786 Harrow Rd Wembley  
in the County of Brent

Declarant to sign below

the 9<sup>th</sup> day of August  
one thousand nine hundred and ninety three

before me 28.4  
A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

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

Close Brothers Limited

For official Use  
Mortgage Section

COMPANIES  
PR22  
21 AUG 1993  
HOUSE

**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

5546

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

To the Registrar of Companies

For official use

Company number

--	--	--	--	--	--

1041044
---------

Name of company

* HAMILTON RENTALS PLC
------------------------

\* insert full name  
of companyI, JONATHAN FRANK WOOLLEYof 55 THE AVENUE, SUNBURY-ON-THAMES, MIDDLESEX† delete as  
appropriate‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.[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]‡Date and Description of charge‡ Guarantee and Debenture dated 4.5.90Date of Registrations 9.5.90Name and address of [chargee][trustee for the debenture holders] Central Hispano Bank (UK)  
Limited, formerly Banco Hispano Americano Ltd., 15 Austin Friars, London EC2N 2D§ the date of  
registration may be  
confirmed from the  
certificateShort particulars of property charged§ All moneys due from the company and/or others§ insert brief  
details of  
propertyAnd 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 784 Havens RoadWendley & Co LondonBoyle & Bankthe 13<sup>th</sup> day of Octoberone thousand nine hundred and ninety threebefore me [Signature] (5546)

Declarant to sign below

[Signature]A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresenter's name address and  
reference (if any):Mr J F Woolley  
Company Secretary  
Hamilton Rentals plc  
Hamilton House  
North Circular Road  
London NW10 7UBFor official Use  
Mortgage Section

Post room

1041044  
1041044



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\* Insert full name  
of company† delete as  
appropriate‡ Insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.§ the date of  
registration may be  
confirmed from the  
certificate§ insert brief  
details of  
property

To the Registrar of Companies

For official use

Company number

1041096

Name of company

\* HAMILTON RENTALS PLC

I, JONATHAN FRANK WOOLLEY

of 55 THE AVENUE, SUNBURY-ON-THAMES, MIDDLESEX

(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]†

Date and Description of charge‡ Assignment dated 13.11.89 (Ref. M209)

Date of Registrations 20.11.89

Name and address of [chargee]†[trustee for the debenture holders] British Linen Shipping Company

Short particulars of property charged§ All moneys/all rights ie rental agreement

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 784 Hollow Rd

Wentley &amp; the Lower

Borough of Brent

the 13<sup>th</sup> day of October

one thousand nine hundred and ninety three

before me [Signature] (S. 1. 1989)

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

Declarant to sign below

Presenter's name address and  
reference (if any):Mr J F Woolley  
Company Secretary  
Hamilton Rentals plc  
Hamilton House  
North Circular Road  
London NW10 7UBFor official Use  
Mortgage Section

Post room





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

5576  
[ ] [ ] [ ] [ ]

1041096

Name of company

\* HAMILTON RENTALS PLC

\* Insert full name  
of company

I, JONATHAN FRANK WOOLLEY

of 55 THE AVENUE, SUNBURY-ON-THAMES, MIDDLESEX

† 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 ‡ Deed of assignment dated 30.6.89

Date of Registration 4.7.89

§ the date of  
registration may be  
confirmed from the  
certificate

Name and address of [chargee] [trustee for the debenture holders] First Bank National Association

Short particulars of property charged § All moneys, all rights etc. re agreements

§ 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 75th Haver Road  
Wembley in the London Borough

Declarant to sign below

of Brent  
the 13<sup>th</sup> day of October  
one thousand nine hundred and ninety (1990)  
before me [Signature] (P. A. Young)

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

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

Mr J F Woolley  
Company Secretary  
Hamilton Rentals plc  
Hamilton House  
North Circular Road  
London NW10 7UR

For official Use  
Mortgage Section

Post room



# Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985  
(Address overleaf - Note 5)

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

To the Registrar of Companies

For official use

Company number

\* insert full name  
of company

Name of company

\* Hamilton Rentals Limited

Date of creation of the charge

1st July 1994

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

Debenture

Amount secured by mortgage or charge

All monies due to the Lender under the Guarantee entered into on the same date as the Debenture and all liabilities which shall for the time being (and whether on or at any time after demand by the Lender) be incurred in respect of the Guarantee or the Debenture or both. The Guarantee guarantees the total indebtedness of Gradekit Limited (Company number 2914955) ('Gradekit') in respect of the £3,000,000 Variable Rate Redeemable Secured Loan Notes ('the Loan Notes') issued by Gradekit on the same date as the date of the Guarantee and the Debenture. The total indebtedness of Gradekit under the Loan Notes includes all monies due to the Lender under the Loan Notes and all liabilities which shall for the time being (and whether on or at any time after any demand) be incurred in respect of the Loan Notes together with all interest, costs, charges, expenses, (including legal fees and expenses) incurred by the Lender in connection with the Loan Notes.

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

Stephen John Southwell-Gray c/o Roiter Zucker of

Regent House, 5 Broadhurst Gardens,

London

Postcode

NW6 3QX

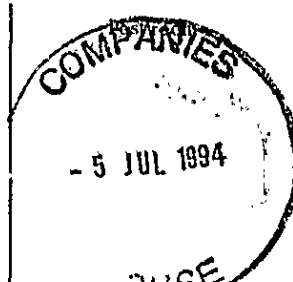
Presenter's name address and  
reference (if any):

Roiter Zucker  
Regent House  
5 Broadhurst Gardens  
London NW6 3QX  
Tel: 071-328 9111  
Ref: JZ

Time critical reference

For official Use  
Mortgage Section

5 JUL 1994



XIOS Systems (0753) 680761

Short particulars of all the property mortgaged or charged

See attached schedule

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

*1st July 1994*

Date

*1st July 1994*

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.
- 5 The address of the Registrar of companies is:- Companies House, PO BOX 716, Crown Way, Maindy, Cardiff CF4 3YA M395

## **SCHEDULE TO FORM 395**

**for Debenture by Hamilton Rentals Limited to Stephen John Southwell-Gray**

### **Short Particulars of Property mortgaged or charged**

---

- 1.1 by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at HM Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereinafter annexed thereto for whatever purpose;
- 1.2 by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- 1.3 by way of fixed charge all interests not hereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceeds of the sale of land all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged hereunder.
- 1.4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 1.5 by way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or enuring to the benefit of the Company;
- 1.6 by way of fixed charge all patents, trade marks, patent applications, brand names, service marks, copyrights, rights in the nature of copyright, design rights, registered designs and other intellectual property rights and agreements relating to the use by the

Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;

- 1.7 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing or capable of being satisfied by the payment of money (save as charged under clause 1.5 hereof);
- 1.8 by way of floating charge all the Assets not hereinbefore effectively charged by way of fixed charge but so that the Company is not to be at liberty to create otherwise than in favour of the Lender any mortgage or fixed or floating charge other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with the floating charge hereby created and further that the Company shall have no power without the consent of the Lender to part with or dispose of any such Assets except by way of sale in the ordinary course of its business.
2. The Lender may from time to time by notice in writing to the Company convert the floating charge created pursuant to sub-clause 1.8 into a fixed charge as regards any Assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-
  - 2.1 in respect of any Assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way in the ordinary course of the Company's business immediately upon such charge or disposition; and
  - 2.2 in respect of all Assets thereby charged if and when the Company shall cease to carry on business or to be a going concern.

2.3 The Company shall not without the previous written consent of the Lender create or purport or attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other Asset subject to a fixed charge hereunder nor in any way dispose of the equity of redemption thereof of any interest therein.

"Assets" means all the undertaking, property and assets of the Company whatsoever and wheresoever present and future and includes any part of or interest in them.

FILE COPY



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

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

COMPANY No. 01041096

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st JULY 1994 AND CREATED BY HAMILTON RENTALS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO STEPHEN JOHN SOUTHWELL-GRAY PURSUANT TO A GUARANTEE OF EVEN DATE THE FINANCE DOCUMENTS (AS DEFINED) AND/OR THIS CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JULY 1994.

A handwritten signature in black ink, appearing to read 'A. J. Wakeham', written over the printed name.

A. J. WAKEHAM

for the Registrar of Companies



# M

Please do not  
write in this  
margin

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

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

To the Registrar of Companies

For Official Use

Company Number

17

1,041,096

Name of company

\*Insert full name  
of company

Hamilton Rentals Limited

Date of creation of the charge

1st July 1994

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

Debenture containing fixed and floating charges

Amount secured by the mortgage or charge

All moneys and liabilities (actual or contingent) for the time being due owing or incurred by the Company to the Bank on any account and in any manner whatsoever)

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

The Governor and Company of the Bank of Scotland ("the Bank")

PO Box No 267, 38 Threadneedle Street, London

Postcode

EC2P 2EH

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

Bank of Scotland  
Legal Services Department, 1st Floor,  
One Angel Court  
London EC2R 7JH  
Ref: LAW/ SN

Time critical reference

For Official Use  
Mortgage section

Post Room



\*AH0IC2Q%\*

A14 RECEIPT DATE: 07/07/94



Short particulars of all the property charged

All the undertaking, property and assets of the Company whatsoever and wheresoever, present and future, as specified in the attached Schedule, which also contains covenants by and restrictions on the Company which protect and further define the charges and must be read as one with the charges.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

For the Bank of Scotland

Signed S. Neale  
Legal Assistant, Legal Services Department

Date 6/7/94

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

Particulars of a mortgage or charge

Name of Company Hamilton Rentals Limited

Number of Company 1,041,096

### **SCHEDULE OF CHARGES, COVENANTS AND RESTRICTIONS**

contained in a Debenture in favour of Bank of Scotland dated 1st July 1994

#### **Charges**

- 1 by way of legal mortgage all the freehold and leasehold property of the Company now vested in it whether or not the title thereto is registered at H.M. Land Registry together with all buildings and fixtures (including trade and tenant's fixtures) now and hereafter thereon and all plant and machinery now and hereafter annexed thereto for whatever purpose;
- 2 by way of fixed charge all freehold and leasehold property hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
- 3 by way of fixed charge all interests not thereinbefore effectively charged now or hereafter belonging to the Company in or over land or the proceed of sale of land all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property and interest in which stands charged thereunder;
- 4 by way of fixed charge all the goodwill and uncalled capital for the time being of the Company;
- 5 by way of fixed charge all stocks shares and other securities now or hereafter owned (whether at law or in equity) by the Company and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company;
- 6 by way of fixed charge all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
- 7 by way of fixed charge all book and other debts of the Company whether now or hereafter existing and whether presently payable or hereafter falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as described in 5 above);

8. By way of floating charge all the undertaking, property and assets of the Company whatsoever and wheresoever present and future of the Company not thereinbefore effectively charged by way of fixed charge including (without limitation) any immovable property of the Company situate in Scotland and any assets falling within any of the types mentioned in 3 to 7 above inclusive situate in Scotland but so that the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such assets either in priority to or pari passu with the floating charge thereby created and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such assets except by way of sale in the ordinary course of its business.

### **Conversion into fixed charge**

The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-

1. in respect of any assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
2. in respect of all the assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this provision shall not apply to any assets situate in Scotland.

### **Restriction on charges and disposals**

The Company may not without the previous written consent of the Bank create or purport of attempt to create any mortgage charge or encumbrance on any freehold or leasehold property of the Company or any other asset subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.

### **Control of moneys received**

The Company must pay into the Company's account with the Bank or as the Bank may direct all moneys which it may receive in respect of any policies of insurance or assurance royalties or book or other debts or any other of the rights and claims charged to the Bank under 5, 6 and 7 above and until such payment hold all moneys so received upon trust for the Bank and may not without the prior written consent of the Bank charge factor discount or assign any of the said policies royalties debts rights or claims in favour of any other person or purport so to do.

### **Redemption or purchase of own shares**

The Company may not without the previous written consent of the Bank redeem or purchase any of its own shares or issue any redeemable shares.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01041096

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 1st JULY 1994 AND CREATED BY HAMILTON RENTALS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 1994.

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

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

# M

COMPANIES FORM No. 403a

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

# 403a

553C

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

[5][1][1]

01041096

Name of company

\* HAMILTON RENTALS LIMITED

\* Insert full name  
of company

I, JONATHAN FRANK WOOLLEY

of 55 THE AVENUE, SUNBURY-ON-THAMES, MIDDLESEX TW16 5HY

† delete as  
appropriate‡ Insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debenture' etc.I, ~~as a director~~ and ~~the secretary~~ ~~of the company~~ ~~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] †

Date and Description of charge‡ 19 July 1993 Mortgage Debenture

Date of Registration§ 22 July 1993

Name and address of [chargee] ~~trustee for the debenture holders~~ Coutts & Co, 440 Strand  
London WC2R 0QSShort particulars of property charged§ All the assets and undertaking of the  
CompanyAnd 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 43 Brook Street,  
London

Declarant to sign below

the 1st day of July  
one thousand nine hundred and ninety four  
before me, [Signature]A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for OathsPresenter's name address and  
reference (if any):Boodle Hatfield  
Town Quay House  
7 Town Quay  
Southampton SO14 2PT  
MCM/PJS/71834/001For official Use  
Mortgage Section

Post room

RECEIVED  
7 JUL 1994

\*AHA7X2QJ\*

A37 RECEIPT DATE: 07/07/94



## Particulars of a mortgage or charge

395

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 letteringTo the Registrar of Companies  
(Address overleaf—Note 5)

For official use

Company number

[V][I][S]

1847089

Name of company

\* Alexander Pearce Limited (the "Company")

\* insert full name  
of company

Date of creation of the charge

5th July 1994

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

Debenture (as defined below)

Amount secured by the charge

See continuation sheet 1

69

A.

the Company and/or all or any of the other Companies  
named therein

Release fee letter dated 5th July 1994 and this charge

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

Close Brothers Limited (the "Bank"), 6th Floor, 1 Hanover Square,  
London

Postcode

W1A 4SR

Presenter's name address and  
reference (if any):Nabarro Nathanson,  
50 Stratton Street,  
London W1X 5FL.

1B/PWC/C1512.17

Time critical reference

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Mortgage Section

Post Room

RECEIVED

12 JUL 1994



\*K2K9N2V/\*

KLOIRECEIPT DATE: 12/07/94

See continuation sheet 2

Please do not  
write in  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Nabuto Naburion*

Date 8th July 1994

On behalf of [company] [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", "Deed of assignment", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent, of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

AMOUNT SECURED BY THE CHARGE

All moneys, debts and liabilities from time to time due, owing or incurred by the Corporate Borrower to the Bank on any current or other account whatever pursuant to the Release Fee Letter dated 5th July 1994 from the Bank to the Borrower, in each case:-

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatever name, form or style;
- (f) in whatever currency denominated; or
- (g) otherwise;

?



PARTICULARS OF ALL THE PROPERTY CHARGED

Under the Debenture the Company as beneficial owner charges to the Bank or absolutely assigns to the Bank (as the case may be) the property set out below in the manner set out below.

1.       **The Salisbury Property**  
By way of first fixed charge by way of legal mortgage, the Scheduled Property and all Rights appurtenant to the Scheduled Property in existence at the date of the Debenture.
2.       **The Other Property and the Future Property**  
By way of first fixed charge:-
  - 2.1    the Other Property;
  - 2.2    the Future Property;
  - 2.3    all Rights appurtenant to the Scheduled Property coming into existence after the date of the Debenture; and
  - 2.4    all Rights appurtenant to the Other Property and the Future Property.
3.       **The Rent**  
By way of absolute assignment, all the Company's rights, title, interest and benefit in and to the Rent.
4.       **The Contracts**  
By way of absolute legal assignment, any Contracts and any Agreements for Lease in existence at the date of the Debenture.
5.       **The Book Debts**  
By way of first fixed charge, the Book Debts.

6.       **The Cash Deposit**  
By way of first fixed charge, all the Company's rights, title, interest and benefit in the Cash Deposit.
7.       **The Intellectual Property**  
By way of first fixed charge, all the Intellectual Property owned, possessed or controlled by it.
8.       **The Plant and Machinery**  
By way of first fixed charge, the Plant and Machinery.
9.       **The Future Plant and Machinery**  
By way of first fixed charge, the Future Plant and Machinery.
10.      **The Shares and the Ancillary Rights**  
By way of first fixed charge, the Shares and the Ancillary Rights, but so that the Bank will not in any circumstances incur any liability whatever in respect of any calls, instalments or otherwise in connection with the Mortgaged Securities.
11.      **Key Man Policy**  
By way of absolute legal assignment, all the Company's rights, title, interest and benefit in and to the Key Man Policy PROVIDED THAT the maximum amount recovered for and on behalf of the Bank pursuant to the assignment and applied towards discharge of the Secured Liabilities shall be £100,000.
12.      **Goodwill**  
By way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company.
13.      **Floating charge**  
By way of first floating charge, all the undertaking and assets of the Company whatever, wherever situate, whether movable, immovable, present or future (including, without limitation, its uncalled capital for the time being and all the undertaking and assets of

the Company referred to above which are, for any reason, not otherwise validly charged or assigned pursuant to the Debenture).

n.b. Negative pledge

The Company shall not:-

1. create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Charged Property except for any Permitted Security Interest;
2. convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except with the prior written consent of the Bank;
3. permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property;
4. do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank (whether monetary or otherwise) of the whole or any part of the Charged Property; nor
5. release, exchange, compound, set off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts save as expressly provided in the Debenture.

1B/PWC/C1512/17/pec WP3615P 08/07/94

WP3615P

## DEFINITIONS

For these purposes:-

- "Agreement" means a syndicated loan facility agreement of even date with the Debenture and made between the Borrower (1) the Banks (2) the Bank (3);
- "Agreements for Lease" means all agreements, contracts or options in existence from time to time for, or in relation to, any Occupational Leases;
- "Ancillary Rights" means all Future Shares and all rights relating to each Share and each Future Share, including, without limitation, all dividends, interest and other monies paid or payable in relation to the Shares and the Future Shares and all offers, issues, schemes of arrangement or otherwise, monies or property accruing or offered at any time in relation to each Share and each Future Share by way of redemption, substitution, splitting, exchange, bonus or preference, pursuant to any options, rights or otherwise whatever;
- "APS" means Alexander Pearce and Son Limited (registered in England and Wales under company number 00647723) the registered office of which is at 6th Floor, One Hanover Square, London W1A 4SR;
- "Banks" means the Bank and Singer and Friedlander Limited;

**"Book Debts"**

means:-

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatever owed by banks or similar institutions), both present and future, due, owing or incurred to the Company; and
- (b) the benefit of all rights whatever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets);

**"Borrower"**

means together and each of D.J. Pearce Esq. of The Manor House, Stratford-sub-Castle, Salisbury, Wiltshire and Alexander Pearce Limited, Alexander Pearce & Son Limited, Alexander Pearce & Son (Building) Limited and Alexander Pearce & Son (Plant) Limited (registered in England and Wales under Company Numbers 1637089, 647723, 852865 and 852866 respectively, the registered office of all of which is at 6th Floor, One Hanover Square, London W1A 4SR; together and each ("the Borrower");

**"Building Contracts"**

means any civil engineering contract, the Phase I Building Contract and the Phase II Building Contract and any Other Phase Contract to be entered into by the Company

in connection with the works to be carried out at the Salisbury Property in form and substance satisfactory to and approved by the Bank;

**"Cash Deposit"**

means all sums from time to time standing to the credit of the Income Account, all interest on such sums and all other amounts of whatever nature deriving directly or indirectly from such sums;

**"Charged Property"**

means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged or assigned to the Bank pursuant to the Security Documents;

**"Collateral Documents"**

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means those documents set out at paragraphs 4 and 5 of Part 2 of Schedule 3 and paragraphs 7, 8, 9 and 11 of Part 3 of Schedule 3 (Condition Precedent Documents) of the Agreement;

**"Construction Security Documents"**

means any document entered into by any person from time to time creating any Security Interest directly or indirectly for the obligations of the Company under the Agreement at the request of and in form and substance satisfactory to the Bank including, without limitation, the Duty of Care Agreement, any security over the Building Contracts, over the Collateral Documents, over any terms of engagement with professional consultants and over any guarantees or performance bonds in connection with the Building Contracts excluding, in all cases, the Initial Security Documents;

"Contracts"	means all the Company's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property to which the Company is a party;
"Corporate Borrower"	means Alexander Pearce Limited, Alexander Pearce & Son Limited, Alexander Pearce & Son (Building) Limited, Alexander Pearce & Son (Plant) Limited and any subsidiary of any of them who accedes to the Agreement from time to time;
"Corporate Deed of Priorities"	means the deed of priorities dated the same date as this Agreement between Alexander Pearce Limited (1) Alexander Pearce & Son Limited (2), Alexander Pearce & Son (Building) Limited (3) Alexander Pearce & Son (Plant) Limited (4) the Bank (as security trustee) (5) and the Bank (in its personal capacity) (6);
"Debenture"	means the debenture dated the same date as the Agreement between Alexander Pearce Limited (1), Alexander Pearce & Son Limited (2), Alexander Pearce & Son (Building) Limited (3), Alexander Pearce & Son (Plant) Limited (4) and the Bank (5) as originally implemented or executed, or as modified, amended, varied, supplemented or novated from time to time, as the case may be;
"Deeds of Priority"	means the Individual Deed of Priorities and the Corporate Deed of Priorities;

"Development"	means the works to be carried out on the Salisbury Property as approved in accordance with the Agreement;
"Duty of Care Agreement"	means the duty of care agreement to be executed by D J Pearce Esq in favour of the Bank (as security trustee) and the Banks;
"Estate Roads"	means the estate roads to be constructed on the Salisbury Property and the relating servicing but excluding the Wiltshire Works;
"Facility Documents"	means the Agreement, each of the Security Documents and any document executed pursuant to any such document;
"Fixtures"	means all assets of whatever nature forming part of any freehold or leasehold property owned by the Company and deemed by law to be immovable property other than tenant's fixtures;
"Future Plant and Machinery"	means all plant and machinery, equipment, fittings, installations, apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatever, wherever situate, which become the property of the Company after the date of the Debenture;
"Future Property"	means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property) which become the property of the Company after the date of the Debenture, all proceeds of sale derived from such property and all the benefit of all covenants to which the



Company is entitled in respect of such property;

"Future Shares"

means all shares and other securities issued to the Company as a result of its ownership of the Shares;

"Guarantee"

means the guarantee dated the same date as the Agreement between the Guarantor (1) and the Bank (as security trustee) (2);

"Guarantor"

means D J Pearce Esq;

"Income Account"

means the interest bearing deposit account with the Agent designated as the D J Pearce Esq and Alexander Pearce Limited and its subsidiary Companies Income Account account number 315002 with the Bank, or such other account(s) as the Bank may in its discretion require, as such account(s) may be redesignated or renumbered from time to time;

"Individual Deed of Priorities"

means the deed of priorities dated the same date as the Agreement between D J Pearce (1) the Bank (as security trustee) (2) and the Bank (in its own personal capacity) (3);

"Initial Security Documents"

means any document entered into by any person from time to time creating any Security Interest, directly or indirectly, for the obligation of any Obligor under the Agreement including, without limitation, the Debenture, the Mortgage and Charge, the Guarantee, the Second Debenture, the Second Mortgage and Charge and the Deeds of

Priority but excluding the Construction Security Documents;

"Intellectual Property"

means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered and unregistered service marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-How, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights situated in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing;

"Key Man Policy"

means the life policy in respect of the life of David Pearce, policy number R31037901E taken out with Commercial Union Assurance Company plc in the sum of £500,000 in respect of which APS is the beneficiary under the terms of the policy including without limitation all moments bonuses and additions thereunder or under any new policy or policies effected pursuant to Clause 15 of the Debenture (undertakings);

"Know-how"

means all the body of knowledge, technical experience, expertise and skills, technical

processes, secret processes, formulae and technical information held by the Company and relating to its business, which is not in the public domain;

"Mortgage and Charge" means the mortgage and charge dated the same date as the Agreement between D J Pearce (1) and the Bank (as security trustee) (2);

"Mortgaged Securities" means all the Shares and all the Ancillary Rights;

"Obligors" means the Company and the Guarantor and "Obligor" means any of them;

"Occupational Leases" means all leasehold interest and other occupational rights whatever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion to which is vested in the Company as may be granted by the Company in accordance with the provisions of the Debenture;

"Other Phase Contract" means the contract or contracts to be entered into by the Company in connection with any other works in connection with the Development which are not Phase I Works or Phase II Works;

"Other Property" means all estates and other interests in any freehold, leasehold or other immoveable property (including, without limitation, all Fixtures on such property) which are the property of the Company at the date of

the Debenture and do not form part of the Salisbury Property, all proceeds of sale derived from such property and all the benefit of all covenants to which the Company is entitled in respect of such property;

"Permitted Security Interest"

means:-

- (a) the security constituted by the Debenture;
- (b) liens arising by operation of law in the ordinary course of business in respect of debts which are not overdue for payment;

"Phase I Building Contract"

means the contract or contracts to be entered into by the Company in connection with the Phase I Works, as more particularly described in the Phase I Building Contract, the terms and conditions of which are subject to the prior written approval of the Bank;

"Phase II Building Contract"

means the contract or contracts to be entered into by the Company in connection with the Phase II Works, as more particularly described in the Phase II Building Contract, the terms and conditions of which are subject to the prior written approval of the Bank;

"Phase I Works"

means the Estate Roads and the Wiltshire Works as more particularly described in the Phase I Building Contract;

"Phase II Works"

means the construction of the buildings and amenities for the Development and ancillary infrastructure works as more

particularly described in the Phase II Building Contract;

"Planning Agreement Costs" means the costs payable to Wiltshire pursuant to the Section 106 Agreements and the Salisbury Costs;

"Plant and Machinery" means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other such assets (other than Fixtures) whatever, wherever situate, which are the property of the Company at the date of the Debenture;

"Property" means the Salisbury Property, the Other Property and the Future Property;

"Rent" means all rent and other sums, present or future, owing to the Company by any person occupying the whole or any part of the Property under any Occupational Lease but excluding all monies payable in respect of insurance, insurance rents, service charges and Taxes on such rent and other sums and any other running costs (but excluding any penalties, fines or interest relating to any such Taxes);

"Rights" means all the Company's rights, title and interest from time to time in any lease, licence or occupational right whatever together with the entire benefit of all the Company's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any

Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Company or any person deriving title from the Company from time to time over or in respect of the whole or any part of the Property and any other properties (freehold or leasehold) in which the Company has an interest);

"Salisbury"

means Salisbury District Council;

"Salisbury Costs"

means the costs payable to Salisbury pursuant to Section 106 Agreements;

"Salisbury Property"

means all that freehold land and buildings known as land at Bishopsdown Farm Salisbury Wiltshire registered at HM Land Registry with Title Absolute under Title Number WA627970 including, without limitation, all Fixtures on such property;

"Scheduled Property"

means all that property short particulars of which are set out against the Company's name in Schedule 1 to this Form 395, including, without limitation, all Fixtures on such property;

"Second Debenture"

means the debenture dated the same date as the Agreement between Alexander Pearce Limited (1) Alexander Pearce & Son Limited (2) Alexander Pearce & Son (Building) Limited (3) Alexander Pearce & Son (Plant) Limited (4) and the Bank (as security trustee) (5);

"Second Mortgage and Charge"

means the mortgage and charge dated the same date as the Agreement between D J

Pearce (1) and the Bank (for itself in its own personal capacity) (2);

"Section 106  
Agreements"

means the five agreements dated 22nd December 1993 between, inter alia, D J Pearce (1) Salisbury (2) and Lloyds Bank (3) in relation to works to be carried out on the Salisbury Property, including, without limitation, the Phase I Works;

"Security Documents"

means such of the Initial Security Documents and of the Construction Security Documents as have been executed by all the parties thereto from time to time together with the Wiltshire Security;

"Security Interest"

means any mortgage, pledge, lien (other than as comprised in a Permitted Security Interest), charge, assignment, hypothecation, title retention arrangement or security interest or any other agreement or arrangement having the effect of conferring security;

"Shares"

means all stocks, shares, bonds and securities of any kind whatever, whether marketable or otherwise and all other interests including, without limitation, loan capital belonging to the Company in any person wherever situate;

"Singer and  
Friedlander  
Limited"

means Singer and Friedlander Limited, a company incorporated in England under company number 875947, whose registered office is at 21 New Street, Bishopsgate, London EC2M 4HR, which expression shall include its successors and assigns under the Agreement;

"Taxes"	means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatever, including without limitation, VAT, any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected or withheld pursuant to any regulation having the force of law;
"VAT"	means value added tax as provided for in VATA and legislation (whether delegated or not and for the avoidance of doubt, including the Provisional Collection of Taxes Act 1968) supplemental thereto and any tax similar or equivalent to value added tax imposed by any country other than the United Kingdom and any similar or turnover Tax replacing or introduced in addition to any of the same;
"VATA"	means the Value Added Tax Act 1983;
"Wiltshire"	means Wiltshire County Council;
"Wiltshire Costs"	means such of the Planning Agreement Costs as relate to the Wiltshire Works;
"Wiltshire Security"	means such security over or comfort letters and undertakings addressed to the Bank (as security trustee) in relation to the obligation to pay the Wiltshire Costs as the Bank (as security trustee) may in its discretion require in form and substance satisfactory to the Bank (as security trustee); and



"Wiltshire Works"

means the construction of the northern link road, the roundabout and other related works on the Salisbury Property.

Schedule 1  
The Scheduled Property

<u>Registered Proprietor/Owner</u>	<u>Property</u>	<u>Title No/ Lease Details</u>
Alexander Pearce Limited	None	None
Alexander Pearce & Son Limited	None	None
Alexander Pearce & Son (Building) Limited	None	None
Alexander Pearce & Son (Plant) Limited	None	None



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01847089

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 5th JULY 1994 AND CREATED BY ALEXANDER PEARCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO CLOSE BROTHERS LIMITED UNDER THE TERMS OF THE RELEASE FEE LETTER DATED 5th JULY 1994 AND THIS CHARGE. WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JULY 1994.

PHIL DAVIES

for the Registrar of Companies



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

# M

# 395

## Particulars of a charge

Pursuant to section 395 of the Companies Act 1985

Please do not  
write in this  
marginPlease complete  
legibly,  
preferably in  
black type or  
bold block  
lettering

To the Registrar of Companies

For Official Use

Company Number

18

1041096

Name of company

Hamilton Rentals Limited

\*Insert full name  
of company

Date of creation of the charge

1st July 1994

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

Charge over Deposits

Amount secured by the charge

All sums and liabilities which are now or that may hereafter be or become owing due or incurred to the Bank whether on loan overdraft, bills or otherwise

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

The Governor and Company of the Bank of Scotland

38 Threadneedle Street, London

Postcode EC2P 2EH

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

Bank of Scotland

Legal Services Department, 1st Floor

1 Angel Court

London EC2R 7HJ

Ref: Legal/SN

Time critical reference

For Official Use  
Mortgage section

REGISTERED

12 JUL 1994

Post Room



\*AIU402V9\*

A25 RECEIPT DATE: 12/07/94

Short particulars of all the property charged

All stocks, shares, bonds, debentures or other deposits of any description together with all relative interest & dividends (including bonuses) and all allotments, accretions benefits and advantage

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

For the Bank of Scotland

Signed S. Neale  
On behalf of chargee

Date 8/7/94

Legal Assistant

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc., as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
5. 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. 01041096

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER DEPOSITS DATED THE 1st JULY 1994 AND CREATED BY HAMILTON RENTALS PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND UNDER THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JULY 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th JULY 1994.

M. SAHA

for the Registrar of Companies

