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COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

395

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

* Insert full name
of company

To the Registrar of Companies

For official use Company number

181111

2,072,866

Name of company

* PETER TURNER FORK LIFTS LIMITED

Date of creation of the charge

20th MARCH 1997

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

MASTER AGREEMENT AND CHARGE MADE BETWEEN PETER TURNER FORK LIFTS LTD
OF THE ONE PART AND THE FINANCE COMPANY (AS DEFINED IN THE SCHEDULE
ATTACHED) OF THE OTHER PART

Amount secured by the mortgage or charge

EACH AND EVERY SUM NOW DUE OR THAT MAY AT ANY TIME BECOME DUE TO THE
FINANCE COMPANY UNDER OR BY VIRTUE OF ANY LEASE PURCHASE, CONDITIONAL
SALE OR BAILMENT AGREEMENT (AS DEFINED IN THE CHARGE) OR UNDER THE CHARGE

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

SEE SCHEDULE ATTACHED

Postcode

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

FORWARD TRUST LIMITED
SECURITIES, PO BOX 1811,
BIRMINGHAM, B16 8TS.
TEL: 0121-455 4590
REF: SEC/PETERT.SCJ/3
42661/1

Time critical reference

For official use
Mortgage section

Post room



BIR *B6475U6X* 182
COMPANIES HOUSE 21/03/97

Short particulars of all the property mortgaged or charged

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legibly, preferably
in black type or
bold block
lettering

Any agreement made whether before on or after the date of the Charge between the Customer (as defined in the Charge) and any person to whom the Customer lets or agrees to let the goods on hire ("the Sub Lessee") whereby the Customer lets or agrees to let the goods forming the subject matter of any lease purchase, hire purchase, conditional sale or bailment agreement to the Sub Lessee and the rights and choses in action both present and future created thereby and all agreements (if any) collateral to any such agreement between the Customer and the Sub Lessee and relating to the maintenance of such goods the benefit of all securities and guarantees (if any) for the same ("the Assets").

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

[Signature]

Date

21 March 1997

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.

SCHEDULE REFERRED TO

The Companies named below ("the Finance Company") acting as principal or as agent of any other Company or Companies specified in this schedule and whether such agency is disclosed or undisclosed and includes any of the same.

12 Calthorpe Road

Forward Trust Business Finance Limited)	
FTBF Leasing March (A) Limited)	
FTBF Leasing March (B) Limited)	
FTBF Leasing March (C) Limited)	
FTBF Leasing March (D) Limited)	
FTBF Leasing March (E) Limited)	
FTBF Leasing June (A) Limited)	
FTBF Leasing June (B) Limited)	
FTBF Leasing June (C) Limited)	
FTBF Leasing June (D) Limited)	
FTBF Leasing September (A) Limited)	12 Calthorpe Road
FTBF Leasing September (B) Limited)	Edgbaston
FTBF Leasing September (C) Limited)	Birmingham B15 1QZ
FTBF Leasing September (D) Limited)	
FTBF Leasing December (A) Limited)	
FTBF Leasing December (B) Limited)	
FTBF Leasing December (C) Limited)	
FTBF Leasing December (D) Limited)	
FTBF Leasing December (E) Limited)	
EquityLease Limited)	
FTBF Limited)	
FTBF Leasing Limited)	
Forward Asset Finance Limited)	
Forward Trust Group Limited)	
Forward Trust Limited)	
Leverton (FT) Finance Limited)	
Forward Trust Northern Ireland Limited)	
Forward Trust Northern Ireland (A) Limited)	5 Donegall Square South
Forward Trust Northern Ireland (B) Limited)	Belfast BT1 5JP
Forward Trust Northern Ireland (C) Limited)	
Forward Trust Northern Ireland (D) Limited)	
Forward Leasing (AF) Limited)	
Forward Leasing (B) Limited)	
Forward Leasing (C) Limited)	
Forward Leasing (D) Limited)	
Forward Leasing (GB) Limited)	
Midland Montagu Equipment Finance (UK) Limited)	12 Calthorpe Road
Midland Montagu Leasing Limited)	Edgbaston
Midland Montagu Leasing (AF) Limited)	Birmingham B15 1QZ
Midland Montagu Leasing (B) Limited)	
Midland Montagu Leasing (B.S.H) Limited)	
Midland Montagu Leasing (C) Limited)	
Midland Montagu Leasing (GB) Limited)	
Midland Montagu Leasing (UK) Limited)	
Midland Montagu Industrial Leasing Limited)	
Midland Gillett Leasing (North) Limited)	

Continued

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02072866

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MASTER AGREEMENT AND CHARGE DATED THE 20th MARCH 1997 AND CREATED BY PETER TURNER FORK LIFTS LIMITED FOR SECURING ALL MONEYS OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORWARD TRUST BUSINESS FINANCE LIMITED ACTING AS PRINCIPAL AND AGENT FOR THE BENEFICIARIES (AS DEFINED) PURSUANT TO THE TERMS OF THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st MARCH 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th MARCH 1997.

A handwritten signature in cursive script, appearing to read 'R. L. Adams'.

R.L. ADAMS

for the Registrar of Companies

25/3
post
AP



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