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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

To the Registrar of Companies

For official use

Company number

27 

2292152.

Name of company

*Insert full name
of company

* HANSAR Finance Limited.

Date of creation of the charge

24TH April 1998.

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

SUPPLEMENTARY SCHEDULE EXECUTED PURSUANT TO A MASTER AGREEMENT DATED 12TH JULY 1996 AND MADE BETWEEN THE COMPANY (1) AND ROYSCOT TRUST PLC, ROYSCOT LEASING LIMITED, ROYSCOT INDUSTRIAL LEASING LIMITED, ROYSCOT COMMERCIAL LEASING LIMITED AND ROYSCOT SPA LEASING LIMITED (2)

Amount secured by the mortgage or charge

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

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

ROYSCOT TRUST PLC	CO REG NO 304713.
ROYSCOT HOUSE THE PROMENADE	
CHELTENHAM GLOUCESTERSHIRE	Postcode GL50 1PL

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

AUDIT SECTION
CREDIT CONTROL DEPT
ROYSCOT
ROYSCOT HOUSE
THE PROMENADE
CHELTENHAM
GLOS GL50 1PL

For official use
Mortgage section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

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

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

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

The other persons described in the Master Agreement as parties of the second part may have recourse to the above security under consolidation rights contained in the Master Agreement.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Not Applicable

Signed



Date

24TH April 1998.

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.

SUB HIRE AGREEMENTS

[illegible]

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02292152

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTARY SCHEDULE EXECUTED PURSUANT TO A MASTER AGREEMENT DATED 12 JULY 1996 DATED THE 24th APRIL 1998 AND CREATED BY HANSAR FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ROYSCOT TRUST PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th APRIL 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th APRIL 1998.

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

J. M. EVANS

for the Registrar of Companies



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