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COMPANIES FORM No. 395

Particulars of a mortgage or charge

**395**

Pursuant to section 395 of the Companies Act 1985

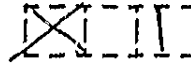
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number



02392728

Name of company

\* PREMIER INVESTMENT CORPORATION LIMITED (the "Company")

\* insert full name  
of company

Date of creation of the charge

21 August 1992

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

DEBENTURE

Amount secured by the mortgage or charge

All the Company's liabilities to NMB Lease (UK) Limited ("NMB") of any kind and in any currency or currencies (whether present or future, actual or contingent and whether incurred alone or jointly with another and whether as principal or surety) including interest, commission and banking charges and to pay on demand all reasonable expenses (on a full indemnity basis) incurred by NMB in connection with enforcing or exercising any power under this Debenture.

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

NMB Lease (UK) Limited

99 Gresham Street

LONDON

Postcode

EC2P 2BR

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

Watson, Farley & Williams  
15 Appold Street  
London EC2A 2HB

For official use  
Mortgage Section

RECEIVED

-3 SEP 1992

Post room



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JADW/04568.11001

Time critical reference

27 SEP 1992

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POST

Short particulars of all the property mortgaged or charged

- (a) Legal mortgage over the freehold and leasehold property (if any) now vested in or charged to the Company including without limitation the property more fully described in Schedule 2 of the Debenture;
- (b) Fixed equitable charge over all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged in (a);
- (c) Fixed Charge over all fixed plant and machinery now and in the future belonging to the Company;
- (d) Fixed Charge over all the goodwill and uncalled capital of the Company present and future;
- (e) Fixed Charge over all stocks, shares and other securities;
- (f) Fixed Charge over all intellectual property rights, choses in action and claims now and in the future belonging to the Company;

(Continued on Continuation Sheet No 1, Page 4)

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Please complete  
legibly, preferably  
in black type, or  
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lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed Walter Percy J. With Date 3 September 1992

On behalf of [company mortgaged/charged] †

† delete as  
appropriate

- 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.

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

Please do not  
write in this  
binding margin

**Particulars of a 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

02392728

Name of Company

PREMIER INVESTMENT CORPORATION

Limited\*

\* delete if  
inappropriate

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

Empty space for description of the instrument
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Amount due or owing on the charge (continued)

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legibly, preferably  
in black type, or  
bold block lettering

Please do not  
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blinding margin

Names and addresses of the persons entitled to the charge (continued)

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

- (g) Fixed Charge over the interest of the Company in all Hire Agreements not hereby assigned to NMB;
- (h) Fixed Charge over all book debts and other debts (including any funds standing to the credit of the Company from time to time on any account with NMB or any other bank or financial institution) now and in the future owing to the Company;
- (i) Floating Charge over all the undertaking and all the property assets and rights of the Company present and future wherever situate; and
- (j) An assignment to NMB of all of the Company's right, title, benefit and interest present and future, whether proprietary, contractual or otherwise under or arising out of or in respect of (i) all Hire Agreements in force at 21 August 1992 and all future Hire Agreements (including in both cases but not limited to, all claims for damages and other rights and remedies in respect of the Hire Agreements, all moneys which are now or may at any time be or become due or owing to the Company under or arising out of the Hire Agreements including all claims against the insurers, and the full benefit of any guarantees, indemnities, debentures, mortgages, charges and other securities of any nature now or at any time held by the Company in respect of the Hirers' obligations under the Hire Agreements and (ii) the Equipment more fully described in Schedule 1 of the Debenture.

Clause 4 of the Debenture provides that the Company will not, without the previous written consent of NMB:-

- (a) create or permit to arise or continue any other mortgage, pledge, charge (whether fixed or floating) lien or other encumbrance on or over the Charged Property and/or the Assigned Property nor increase or extend any liability of the Company secured on any of the Charged Property and/or the Assigned Property;
- (b) other than under the terms of a Hire Agreement on arms length terms, dispose of deal with or part with possession of any interest in the Charged Property and/or the Assigned Property charged or assigned by Clauses 3.1(a) to 3.1(i), inclusive, and Clause 3.2;
- (c) deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;
- (d) dispose of the Charged Property and/or the Assigned Property charged by Clause 3.1(i) other than in the ordinary course of, and for the purposes of, carrying on its trading business;
- (e) grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it nor vary any lease or tenancy agreement or reduce any sum payable under them; or
- (f) grant any material time or indulgence or agree to any variation, amendment, or modification to the Hire Agreements or any insurances effected in respect of the Equipment or release, in whole or in part, any of the Hirers from any obligation under them or purport to do any of the above.

"Assigned Property" means any part or all of the property, rights and interests charged or assigned by the Company pursuant to (j) above.

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

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**Particulars of a charge  
(continued)**

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

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

Company Number

02392728

Name of Company

PREMIER INVESTMENT CORPORATION

Limited\*

\* delete if  
inappropriate

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

\* Amount due or owing on the charge (continued)

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Names and addresses of the persons entitled to the charge (continued)

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

"Charged Documents" means any document included in the Charged Property including, but not limited to, the Hire Agreements.

"Charged Property" means the property, assets and undertaking mortgaged or charged by the Company pursuant to (j) above (including the Assigned Property) and references to the "Charged Property" include any part of it.

"Equipment" means the plant or machinery set out in Schedule 1.

"Hire Agreement" means any agreement for the leasing or hiring of the Equipment entered into by the Company as lessor or owner and any subsequent agreement for the leasing or hiring of Equipment.

"Hirers" means the lessees or hirers under the Hire Agreements.

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**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 1992  
and created by PREMIER INVESTMENT CORPORATION LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to NMB LEASE (UK) LIMITED

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 3rd SEPTEMBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 9th SEPTEMBER 1992

No. 2392728

*N. S. Berkley*

N. S. BERKLEY  
an authorised officer

C.69a

*P 9/9/92.*

## Particulars of a mortgage or charge

Please do not  
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**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

**Date of creation of the charge**

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

**Fixed and Floating Charge dated**

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

Presentor's name address and  
reference (if any)

CHR REF:  
C/PSM

**For official Use  
Mortgage Section**

**Post room**

24 NOV 1992

HOUSE

Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and all goodwill and uncalled capital for the time being of the Company; and all patents patent applications inventions trade marks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Company; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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Particulars as to commission allowance or discount (note 3)

NIL

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.

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**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 18th NOVEMBER 1992  
and created by PREMIER INVESTMENT CORPORATION LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 24th NOVEMBER 1992

Given under my hand at the Companies Registration Office,  
Cardiff the 27th NOVEMBER 1992

No. 2392728

A handwritten signature in dark ink, appearing to read 'N. S. Berkley'.

N. S. BERKLEY  
an authorised officer

C.69a

*DX 27/11*