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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of company

# COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

1311

2579337

Name of company

\* SUMMIT LEASE FINANCE (NO. 3) LIMITED

Date of creation of the charge

4 July 1996

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

Deed

Amount secured by the mortgage or charge

All monies and liabilities, whether certain or contingent, which now or may hereafter be or become due or owing to Bank Austria A.G. under or pursuant to the HP Facility Agreement, any Hire Purchase Agreement or any other Transaction Document. For this purpose "HP Facility Agreement" means the Hire Purchase and Guarantee Facility Agreement dated 12 June 1991 between (1) Summit Lease Finance (No. 3) Limited (the "Company"), (2) Summit Leasing Limited, Summit Print Services Limited, Summit Group Holdings Limited and The Summit Group PLC, (3) the Financial Institutions named in the First Schedule thereto and (4) British & Commonwealth Merchant Bank PLC as amended, varied, waived, supplemented or novated (including in particular as amended by a Supplemental Agreement dated 22 January 1993 between (1) the Company, (2) Summit Leasing Limited, Summit Group Holdings Limited and Summit Print Services Group Limited and The Summit Group PLC, (3) Z-Länderbank Bank Austria A.G. and (4) Credit Lyonnais Equipment Finance Limited,

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

BANK AUSTRIA A.G., London Branch  
Bank Austria House, 32-36 City Road,  
London, EC1Y 2BD

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

Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ  
MRM3\$29.LFD

Ref: Z0092/00059/MRM

Time critical reference

For official use

Mortgage Section

Post room



KLO \*KZ5E0NG5\* 1741  
COMPANIES HOUSE 22/07/96

Short particulars of all the property mortgaged or charged

All of the Company's right, title and interest in and to account no. 8088353 of the Company with Barclays Bank PLC at Barclays Business Centre, Pall Mall Branch, No. 1 Pall Mall East, London, SW1Y 5AY

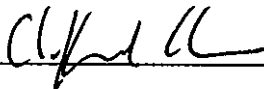
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Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date

22<sup>nd</sup> July 1996

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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## Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete  
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Company Number

2579337

Name of Company

SUMMIT LEASE FINANCE (NO. 3) LIMITED

Limited\*

\* delete if  
inappropriate

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

Please complete  
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bold block lettering

Midland Bank PLC, British & Commonwealth Merchant Bank PLC, Generale Bank S.A./N.V., Banque Francaise du Commerce Extérieur, BfG. Bank AG and The United Bank of Kuwait PLC (the "Owners"), an Amending Agreement dated 20 September 1993 between (1) the Company, (2) Summit Leasing Limited, Summit Group Holdings Limited, Summit Print Services Group Limited and The Summit Group PLC (the "Guarantors"), (3) Bank Austria A.G. and (4) the Owners, a Deed dated 21 December 1993 between (1) the Company, (2) Bank Austria A.G. and (3) the Financial Institutions listed in the First Schedule thereto, a Novation Agreement dated 29 June 1994 between (1) the Company, (2) British & Commonwealth Merchant Bank PLC, (3) Bank Austria A.G., (4) Bank Austria A.G., (5) the Guarantors and (6) the Financial Institutions listed in the First Schedule thereto and an Agreement dated 4 July 1996 between (1) the Company, (2) Bank Austria A.G., (3) the Guarantors and (4) the Financial Institutions listed in the First Schedule thereto; "Hire Purchase Agreements" means the agreements specified in Part 2 of the Second Schedule to the said Agreement dated 4 July 1996; "Transaction Documents" means the HP Facility Agreement, the Hire Purchase Agreements, the Sale Agreements specified in Part 1 of the Second Schedule to the said Agreement dated 4 July 1996 and the Security Documents; and "Security Documents" means the Deed relating to account no. 8088353 with Barclays Bank PLC dated 24 June 1991 between (1) the Company, (2) British & Commonwealth Merchant Bank PLC and (3) the Financial Institutions listed in the First Schedule thereto, the Debenture dated 12 June 1991 between the same parties, the Assignments specified in the Third Schedule to the said Agreement dated 4 July 1996 and the Deed dated 21 December 1993 between (1) the Company, (2) Bank Austria and (3) the Financial Institutions listed in the First Schedule thereto.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02579337

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED DATED THE 4th JULY 1996 AND CREATED BY SUMMIT LEASE FINANCE (NO.3) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK AUSTRIA A.G. UNDER OR PURSUANT TO THE HP FACILITY AGREEMENT, ANY HIRE PURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd JULY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th JULY 1996.

*Peter C Protheroe*

for the Registrar of Companies

*24/7*



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

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