

M**COMPANIES FORM No. 395****395****Particulars of a mortgage or charge**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

For official use Company number

Name of company

*** Surrey Asset Finance Limited****2740386**

Date of creation of the charge

4 October 1993

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

**Schedule supplementary to an Assignment of Sub-Let
Agreements dated**

Amount secured by the mortgage or charge

69
A - - -
E - the
Co. to -
J - - -
T - the
CAF
Agreements
(as defined)

All monies now or from time to time owing by the Company to
Close Asset Finance Limited ("CAF") and otherwise the
performance and observation of all obligations and
liabilities from time to time owed or incurred to CAF by
the Company whether before on or after the date of the
Assignment, whether under CAF Agreements, (being agreements
made or to be made between CAF and the Company for the
supply of goods by CAF to the company on credit, hire, sale
or return or otherwise), and whether as principal or as
surety whether alone or jointly and/or severally whether
present or future whether monetary or non-monetary actual
or contingent and liquidated or unliquidated and whether
arising in contract tort restitution or breach of statutory
duty

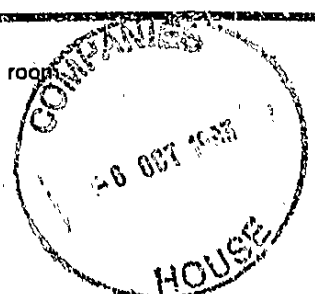
Names and addresses of the mortgagees or persons entitled to the charge

Close Asset Finance Limited of**36 Great St Helens****LONDON**

Postcode

EC3A 6APPresentor's name, address and
reference (if any): **7.RJH.PG****LESTER ALDRIDGE
Solicitors
RUSSELL HOUSE
OXFORD ROAD
BOURNEMOUTH BH8 8EX**For official use
Mortgage section**REGISTERED****- 6 OCT 1993**

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

An absolute assignment by the Company by way of security in favour of CAF of all the Company's rights and interest in the Sub-Hire Agreements (and against the sub-hirers under such agreements) specified below and the CAF goods let or otherwise supplied under them and the Customer Securities taken in respect of them:

Please do not write in this margin

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

<u>Date of Sub-Hire Agreement</u>	<u>Name of Sub-Hirer</u>	<u>Description of CAF Goods</u>
16 August 1993	The Pinner Press Limited	A 1979 Heidelberg SORMZ Press, Serial Number 511845

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Lester Aldridge

Date 5-10-93.

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 4th OCTOBER 1993
and created by SURREY ASSET FINANCE LIMITED

for securing all moneys due or to become due from the Company to CLOSE
ASSET FINANCE LIMITED under the terms of THE CAF AGREEMENTS (AS DEFINED)

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 6th OCTOBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 11th OCTOBER 1993

No. 2740386

P. Jones
P. JONES

an authorised officer

C.69

Post
11-10
W

M

Please do not
write in
this margin

COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
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bold block
lettering

*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

*Surrey Asset Finance Limited

2740386

Date of creation of the charge

4 October 1993

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

Assignment of Sub-Let Agreements

Amount secured by the mortgage or charge

69
A - the
E - the
Co. to -
J - - -
T - the
CAF
Agreements
(as defined)

All monies now or from time to time owing by the Company to Close Asset Finance Limited ("CAF") and otherwise the performance and observation of all obligations and liabilities from time to time owed or incurred to CAF by the Company whether before, on or after the date of the Assignment, whether under CAF Agreements (being agreements made or to be made between CAF and the Company for the supply of goods by CAF to the Company on credit, hire, sale or return or otherwise), and whether as principal or as surety whether alone or jointly and/or severally whether present or future whether monetary or non-monetary 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

Close Asset Finance Limited of

36 Great St Helens

LONDON

Postcode

KT6 7EL

4/10
Presentor's name, address and
reference (if any): 7.RJH.PG

LESTER ALDRIDGE
Solicitors
RUSSELL HOUSE
OXFORD ROAD
BOURNEMOUTH BH8 8EX

For official use
Mortgage section

REGISTERED
-6 OCT 1993

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

1. An absolute assignment by the Company by way of security in favour of CAF of all the Company's rights and interest in:
 - 1.1 Sub-Hire Agreements, (being agreements between the Company and its customers for the hire or other supply of goods let to the Company by CAF) previously, now or from time to time after the date of the Assignment entered into by the Company as shall be specified in Supplementary Schedules and:
 - 1.2 The rights of the Company under any Customer Securities taken in respect of such Sub-Hire Agreements and the sub-hirers.
2. By way of first floating charge all the Company's rights and interest in any Sub-Hire Agreements previously now or from time to time after the date of this deed entered into by the Company and the Customer Securities previously now or from time to time taken by the Company as shall not have been assigned to CAF by way of security (and against the sub-hirer under such Sub-Hire Agreements).

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

Uote Alandje

Date

5-10-93

On behalf of [company] [mortgagee/chargee]*

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Notes

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 - (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.
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