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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

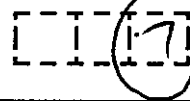
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



02864100

Name of company

* DBS NATIONWIDE PLC ✓

Date of creation of the charge

1 NOVEMBER 1996 ✓

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

MASTER AGREEMENT ✓

Amount secured by the mortgage or charge

All obligations and liabilities owed or incurred to the Mortgagees 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, ROYSCOT LEASING LIMITED, ROYSCOT INDUSTRIAL LEASING LIMITED, ROYSCOT COMMERCIAL LEASING LIMITED, ROYSCOT SPA LEASING LIMITED ✓
ALL OF ROYSCOT HOUSE, THE PROMENADE, CHELTENHAM, GLOUCESTERSHIRE, GL50 1PT

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

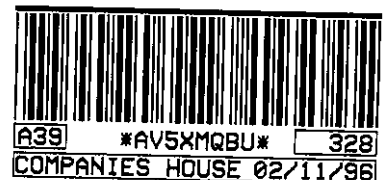
ROYSCOT TRUST PLC
ROYSCOT HOUSE
THE PROMENADE
CHELTENHAM, GLOS.
GL50 1PL

T/DBS NATIONWIDE/LEGAL

Time critical reference

For official use
Mortgage Section

Post room



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1. By way of Legal Assignment all the Company's rights, title and interest in the Sub-Hire Agreements described in Supplementary Schedules from time to time entered into pursuant to the Master Agreement and in all Ancillary Contracts relating thereto and all (if any) the rights of the Company to acquire title in the goods forming the subject matter thereof.

2. By way of Legal Assignment all the Company's rights, title and interest in the Specific Contracts described in Supplementary Schedules from time to time entered into pursuant to the Master Agreement.

3. By way of equitable assignment all the Company's rights, title and interest in Sub-Hire Agreements, Specific Contracts and Ancillary Contracts at any time entered into in respect of Goods from time to time supplied under Finance Agreements by the Mortgagee or in substitution for assets assigned under paragraphs 1 and 2 above and in any other contracts at any time entered into in respect of the goods described in any of the assets from time to time assigned under paragraphs 1 and 2 above and this paragraph 3 and all (if any) the Company's rights to acquire title in such goods insofar as not already assigned to the Mortgagee.

"Sub-Hire Agreement" is defined in the Master Agreement as an agreement between the Company and another person whereby the Company lets and the other party hires goods during the currency of a Hire Purchase, Lease Purchase, Finance Lease or Contract Hire Agreement ("a Finance Agreement") between the Company and the Mortgagee relating to such goods. (continued)

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Particulars as to commission allowance or discount (note 3)

None

Signed

[Signature]

Date 1 NOVEMBER 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 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

02864100

Name of Company

DBS NATIONWIDE PLC

Limited*

* delete if
inappropriate

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

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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The Master Agreement prohibits the Company from creating or suffering or permitting to exist any mortgage, charge, assignment, sale of book debts or rentals, factoring arrangement, lease or other security or encumbrance in respect of the mortgaged assets in favour of any person other than the Mortgagees without the previous written consent of the Mortgagee.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02864100

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MASTER AGREEMENT DATED THE 1st NOVEMBER 1996 AND CREATED BY DBS NATIONWIDE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ROYSCOT TRUST PLC, ROYSCOT LEASING LIMITED, ROYSCOT INDUSTRIAL LEASING LIMITED, ROYSCOT COMMERCIAL LEASING LIMITED AND ROYSCOT SPA LEASING LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 2nd NOVEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th NOVEMBER 1996.

M. Cornelius
M. CORNELIUS

for the Registrar of Companies

236.4



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

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