



COMPANIES FORM No. 395
Particulars of a charge

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

M207 C

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

To the Registrar of Companies

For official use

Company number



2058813

Name of company

* LANGASHIRE MORTGAGE CORPORATION LIMITED

* Insert full name
of company

Date of creation of the charge

30th MARCH 1988

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

A FIRST FIXED CHARGE OVER MORTGAGE SECURITIES DEPOSITED FROM TIME
TO TIME WITH HITACHI CREDIT (UK) LIMITED

Amount secured by the charge

ALL MONIES DUE OR TO BECOME DUE FROM TIME TO TIME.

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

HITACHI CREDIT (U.K) LIMITED

STABLES COURTYARD, CHURCH ROAD,

HAYES, MIDDLESEX

Postcode

UB3 2UH

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

HITACHI CREDIT (UK) LTD
STABLES COURTYARD
CHURCH ROAD
HAYES
MIDDLESEX. UB3 2UH

For official Use
Mortgage Section

REGISTERED

- 5 APR 1988

Post room

COMPANIES REGISTRATION

05 APR 1988

M

OFFICE

51

Time critical reference

Short particulars of all the property charged

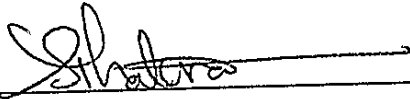
MORTGAGE AGREEMENTS DEPOSITED FROM TIME TO TIME WITH HITACHI CREDIT (U.K) LTD AND ALL RIGHTS AND BENEFITS IN THOSE AGREEMENTS AND THE GOODS COMPRISED IN THOSE AGREEMENTS.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed



Date 30-03-1988

On behalf of ~~company~~ [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.



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 30th March 1988
and created by LANCASHIRE MORTGAGE CORPORATION LIMITED for securing all
moneys due or to become due from the Company to Hitachi Credit (U.K)
Limited under the terms of the Charge

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 5th April 1988

Given under my hand at the Companies Registration Office,
Cardiff the 21 APR 1988

No. 2058813

R. M. GROVES

an authorised officer

Certificate and instrument received by

..... R. S. T.

Date 25/4
.....

C.69

Particulars of a charge

395

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**

**To the Registrar of Companies
(Address overleaf - Note 5)**

For official use

Company number

2058813

Name of company

* Insert full name
of company

* LANCASHIRE MORTGAGE CORPORATION LIMITED

Date of creation of the charge

19th AUGUST 1991

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

BLOCK DISCOUNTING AGREEMENT DATED (19th August 1991) BETWEEN
LANCASHIRE MORTGAGE CORPORATION LTD. AND HITACHI CREDIT (U.K.) PLC.

Amount secured by the charge

ALL MONIES DUE OR WHICH MAY BECOME DUE FROM TIME TO TIME.

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

HITACHI CREDIT (U.K.) PLC

HITACHI CREDIT HOUSE, STABLES COURTYARD, CHURCH ROAD, HAYES,

MIDDLESEX

Postcode

UB3 2UH

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

HITACHI CREDIT (U.K.) PLC
HITACHI CREDIT HOUSE
STABLES COURTYARD
CHURCH ROAD
HAYES
MIDDLESEX UB3 2UH

Time critical reference

For official Use
Mortgage Section

REGISTERED

20 AUG 1991

Post room

COMPANIES HOUSE
Cardiff

20 AUG 1991

M

21 AUG 1991

Short particulars of all the property charged

FIRST FLOATING CHARGE OVER ALL OF THE COMPANY'S RIGHT, TITLE AND INTEREST IN AND TO THE RECEIVABLES PURCHASED BY HITACHI CREDIT (U.K.) PLC UNDER A BLOCK DISCOUNTING AGREEMENT NOT OTHERWISE ASSIGNED THEREUNDER TOGETHER WITH THE FULL BENEFIT OF ALL GUARANTEES AND SECURITIES THEREFOR AND INDEMNITIES IN RESPECT THEREOF AND ALL LIENS, RESERVATIONS OF TITLE, RIGHTS OF TRACING AND OTHER RIGHTS ENABLING THE DEALER TO ENFORCE ANY SUCH DEBTS OR CLAIMS.

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)

Signed

[Signature]

Date

19/8/91

On behalf of ~~[company]~~ [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.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Block Discounting Agreement dated 19th AUGUST 1991 and created by LANCASHIRE MORTGAGE CORPORATION LIMITED for securing all moneys due or to become due from the Company to HITACHI CREDIT (U.K.) PLC on any account whatsoever was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 20th AUGUST 1991.

Given under my hand at the Companies Registration Office,
Cardiff the 27th AUGUST 1991.

No. 2058813

A handwritten signature in black ink, appearing to read 'M. A. Smith', with a stylized flourish at the end.

M. A. SMITH

an authorised officer



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

I hereby certify that a Block Discounting Agreement dated 19th AUGUST 1991 and created by LANCASHIRE MORTGAGE CORPORATION LIMITED for securing all moneys due or to become due from the Company to HITACHI CREDIT (U.K.) PLC on any account whatsoever was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 20th AUGUST 1991.

Given under my hand at the Companies Registration Office,
Cardiff the 27th AUGUST 1991.

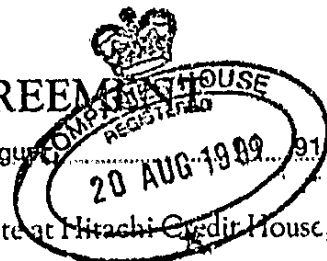
No. 2058813

M. A. SMITH

an authorised officer



HITACHI BLOCK DISCOUNTING AGREEMENT



THIS AGREEMENT is made the 19th day of August 1989
BETWEEN

- (1) HITACHI CREDIT (UK) PLC ("the Purchaser") whose registered office is situated at Hitachi Credit House, Stables Courtyard, Church Road, Hayes, Middlesex UB3 2UH; and
- (2) LANCASHIRE MORTGAGE CORPORATION LIMITED, Henry Street, Manchester M4 5BD ("the Dealer").

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS

(A) In this Block Discounting Agreement

- (i) "Agreement" means any Conditional Sale Agreement, Hire Purchase Agreement, Rental Agreement and/or Credit Agreement entered into (whether before or after the date hereof) between the Dealer as owner, vendor or creditor as the case may be and a Customer and submitted by the Dealer to the Purchaser pursuant to the provisions hereof,
- (ii) "Collection Value" means, in respect of any Receivable purchased or to be purchased hereto, (a) the total amount payable (but unpaid) by a Customer to the Dealer (albeit as agent for the Purchaser or otherwise) pursuant to the Agreement to which such Receivable relates at the time such Receivable is purchased by the Purchaser hereunder or (b) such other amount as may be agreed in writing by the parties hereto,
- (iii) "Conditional Sale Agreement" has the same meaning as in the Consumer Credit Act 1974,
- (iv) "Customer" means any hirer, purchaser and/or debtor as the case may be named in any Agreement,
- (v) "Credit Agreement" means an agreement whereby one person provides another with credit of any amount to finance the supply of goods and services and includes a negotiable instrument and for the purpose of this definition "credit" includes a cash loan and any other form of financial accommodation,
- (vi) "Credit Sale Agreement" has the same meaning as in the Consumer Credit Act 1974,
- (vii) "Hire Purchase Agreement" has the same meaning as in the Consumer Credit Act 1974,
- (viii) "Letter" means a letter as from time to time amended of the Purchaser to the Dealer countersigned by the Dealer,
- (ix) "Listing Schedule" means the Purchaser's standard form for the time being headed "Listed Agreements",
- (x) "Minimum Sum" means, in relation to a Receivable, the sum calculated in accordance with the Letter and specified by the Purchaser from time to time,
- (xi) "Purchased Receivable" means a Receivable purchased by the Purchaser pursuant hereto,
- (xii) "Purchase Price" means, in relation to a Receivable, the sum specified as such in, and calculated in accordance with, the Letter,
- (xiii) "Receivable" means (unless otherwise agreed in writing by the parties hereto), at any given time,
 - (a) all the right, title and interest of the Dealer in and to any Agreement, and
 - (b) all rights of the Dealer under any guarantee or other security relating to such monies,
- (xiv) "Rental Agreement" means an agreement for the bailment or (in Scotland) the hiring of goods which is not a Hire Purchase Agreement

(B) Any reference in this Block Discounting Agreement to

- (i) a "business day" shall be construed as a reference to any day on which banks are open for business in London,
- (ii) an "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien, retention of title clause, right of tracing or other encumbrance securing any obligation of any person;
- (iii) "indebtedness" shall be construed so as to include any obligation for the payment or repayment of money, whether present or future, actual or contingent,
- (iv) a "person" shall be construed as a reference to any person, firm, company or corporation or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing,
- (v) a statutory provision shall include a reference to any modification or re-enactment of that provision for the time being in force,
- (vi) a Clause is a reference to a Clause hereof, and
- (vii) a sub-clause is, unless otherwise stated, a reference to a sub-clause of the Clause in which the clause appears

(C) Clause headings are for convenience only and shall not affect the interpretation of the terms contained in the Clause concerned

2. THE FACILITY

The Purchaser hereby grants to the Dealer upon the terms and subject to the conditions hereof and of the Letter a block discounting facility

3. PURCHASE OF RECEIVABLES

At the request of the Dealer the Purchaser will consider and, if thought fit, purchase from the Dealer all or any of the Receivables offered to it by the Dealer from time to time upon the terms and subject to the conditions hereinafter contained

4. PROCEDURE FOR PURCHASE OF RECEIVABLES

(A) The Dealer may offer to sell to the Purchaser any Receivables by sending to the Purchaser

- (i) a Listing Schedule,
- (ii) such of the Agreements as are particularised in such Listing Schedule and, unless otherwise notified to the Dealer from time to time, copies of invoices delivered to the Customer pursuant thereto, and
- (iii) unless otherwise notified to the Dealer from time to time, a recognition by the Customer under the Agreement to which such Customer is a party recording the acknowledgement of the Customer that it received the goods and/or services to which such Agreement relates

(B) If the Purchaser so decides it will purchase such Receivables or any of them on such terms as the Purchaser shall decide. The Purchaser shall not, and shall not be required to, accept such offer other than by making such payment as is calculated pursuant to the terms of the Letter. Such acceptance shall be the sole method by which the Purchaser may accept the Dealer's offer and thereupon the Receivables to which such Agreements relate shall vest in the Purchaser. The payment by the Purchaser in relation to a Purchased Receivable, which may be made in such manner as the Purchaser shall consider fit, shall be a sum representing the Purchase Price

5. AGENCY

The Purchaser appoints the Dealer its sole agent for the collection of all sums due in respect of any Purchased Receivables sold (or by the Dealer. The Dealer hereby covenants and undertakes that, should the Purchaser exercise any right herein conferred upon the Purchaser to terminate the agency of the Dealer, it will not in any way interfere or attempt to interfere with the collection of sums due from Customers in respect of the Purchased Receivables and that, upon the termination of such appointment for any reason the Dealer shall not collect or attempt to collect or hold himself out as having authority to collect any such sums.

6. THE MINIMUM SUM

- (A) The Dealer shall inform the Purchaser from time to time upon its request of the amounts received or recovered by the Dealer in respect of each Purchased Receivable
- (B) The Dealer shall pay to the Purchaser in respect of each Purchased Receivable an amount equal to such instalment of the Minimum Sum and at such times as in each case may be specified by the Purchaser (irrespective of whether or not it has received an amount equal thereto from the Customer)
- (C) The Purchaser may, upon receipt of the Minimum Sum, offer to transfer to the Dealer without payment to the Purchaser its right, title and interest in the Purchased Receivable

7. REPAYMENT AND SALE OF RECEIVABLES

(A) If it appears to the Purchaser that the Purchaser is likely to sustain loss or damage in consequence of a purchase made of a Receivable pursuant to the provisions of this Block Discounting Agreement then the Purchaser may by notice to the Dealer

(i) require the Dealer to repurchase the Purchased Receivable on such date as the Purchaser shall specify in such notice at such price as may be reasonably determined by the Purchaser or thereupon the Dealer shall do so by payment of such price and all rights of the Purchaser to such Receivable shall revert in the Dealer and the obligations of the Purchaser in respect thereof shall thereafter cease, or

(ii) require the Dealer (and in replacement of the Purchased Receivables to which the Purchaser refers in such notice) to transfer to the Purchaser without payment by the Purchaser such further Receivables as the Purchaser shall in its absolute discretion think fit, such Receivables to be, in the opinion of the Purchaser, at least equal in value to the Receivables so replaced

(B) In the event that one or more of the events referred to in Clause 11 has occurred the Dealer shall upon the request of the Purchaser transfer to the Purchaser the benefit of all guarantees and other securities (taken or obtained by the Dealer in connection with the Purchased Receivables and in order to assist the Purchaser in dealing with or exercising rights under the Purchased Receivables will assign all the title to the goods (or the goods) the subject of any Agreement

(C) The Purchaser shall be entitled to sell or dispose of the goods as agent for the Dealer in conjunction with any Purchased Receivable relating to it and the proceeds of sale of the goods shall, unless subject to a charge herein, be paid to the Dealer

8. REPRESENTATIONS

(A) The Dealer represents to the Purchaser that:

- (i) the Dealer has power to enter into this Block Discounting Agreement and to exercise its rights and perform its obligations hereunder and all corporate or other action required to authorise the execution of this Block Discounting Agreement by the Dealer and the performance by the Dealer of its obligations hereunder has been duly taken,
- (ii) the execution of this Block Discounting Agreement and the Dealer's exercise of its rights and performance of its obligations hereunder (a) will not result in the existence of or oblige the Dealer to create any encumbrance over all or any of its present or future revenues or assets and (b) will not result in any breach by it of any provision of its memorandum of association or its articles of association, any provisions of law or any agreement or other instrument binding on it; and
- (iii) the Dealer has not taken any corporate action nor have any other steps been taken or legal proceedings been started or, to the best of the Dealer's knowledge and belief threatened against the Dealer for its winding up, dissolution or reorganisation or for the appointment of an administrator, administrative receiver, receiver, trustee or similar officer of it or of any or all of its assets.

(B) The Dealer shall, on the making of an offer and on the acceptance of such offer by the Purchaser pursuant to Clause 4(B), be deemed to represent and warrant to the Purchaser that, in respect of each Receivable so purchased:

- (i) the Agreement to which such Receivable relates ("the Relevant Contract") is governed by the laws of England and/or Northern Ireland, constitutes the legal, valid and binding obligations of the relevant Customer and, without prejudice to the generality of the foregoing, that the Dealer has complied fully with the provisions of the Consumer Credit Act 1974 and regulations made thereunder together with the provisions of all other relevant statutes and regulations and that, in the event of any Agreements being cancellable under the terms of the Consumer Credit Act 1974, the relevant cancellation period has expired and that the Dealer will continue to comply with all the provisions of such statutes and regulations to ensure that each Relevant Contract remains at all times fully enforceable;
- (ii) the Relevant Contract unless a Credit Agreement is a bona fide contract of the Dealer for the sale or supply of goods (other than the capital assets of the Dealer) and/or services;
- (iii) the Customer is not a Ministry of the Crown, an employee, officer, director of the Dealer or an "associate" of the Dealer as defined in Section 184 of the Consumer Credit Act 1974;
- (iv) the Relevant Contract is not a Credit Agreement which falls within paragraph 2 of Schedule 1 of the Financial Services Act 1986;
- (v) any deposit or initial payment shown in the Relevant Contract as paid has been paid (in the manner stated and any allowance given to the Customer for goods taken in part exchange is reasonable in relation to the value of such goods or services;
- (vi) the Dealer is the owner of any goods specified in any Relevant Contract as is a Hire Purchase, Conditional Sale or Rental Agreement and such goods are not subject to any encumbrance;
- (vii) the details of the Customer and the particulars of the goods and other information set out in the Relevant Contract are correct in every respect;
- (viii) the Collection Value payable under a Relevant Contract is payable by each Customer on or before the date shown in the particulars contained in the Listing Schedule relating thereto and the Dealer is not aware of and has no reason to suspect that there may arise any dispute or claim of any kind in respect of any goods or services the subject thereof;
- (ix) any goods the subject of a Relevant Contract are in good order, repair and condition and comply in all respects with the requirements of the law and with all the provisions of the Relevant Contract express or implied;
- (x) the particulars contained in the Listing Schedule relating to such Receivable are true and accurate in all respects and the Dealer has no information which might prejudice or affect any of the rights, power or liability of the Purchaser to enforce any provision of any Relevant Contract; and
- (xi) such Receivable is not subject to any encumbrance and the Dealer is absolutely entitled to assign such Receivable to the Purchaser and such assignment will not constitute and will not result in any breach of any provision of law or any agreement (including, without limitation, the Relevant Contract) or other instrument binding on it and will not result in and will not oblige the Dealer to create any such encumbrance over such Receivable, or any other Receivable then offered to the Purchaser or over any Purchased Receivable.

9. COVENANTS

The Dealer covenants and undertakes with the Purchaser

- (i) to perform and observe every covenant and obligation which the Dealer has undertaken to perform and observe in each of the Agreements and to indemnify the Purchaser on demand against all claims, losses, damages or expenses which may befall it from third parties and in particular but without prejudice to the generality of the foregoing in the event of all or any of the Agreements giving rise to a repayment of any sum by the Dealer to a Customer, whether upon a breach or whether in performance of the Agreements, to pay to the Purchaser a sum equal to the sum or sums repayable to the Customer without demand and to indemnify the Purchaser against all claims made by such Customer for the return or replacement of any such sum;
- (ii) to hold all sums received and/or recovered by it in respect of a Purchased Receivable on trust for the Purchaser;
- (iii) to hold all its rights, remedies and interest in each Purchased Receivable and in the sums due and to become due thereunder on trust for and on behalf of the Purchaser until a legal assignment of such Purchased Receivable is executed;
- (iv) to pay to the Purchaser the amount of all legal charges and all stamp duties paid or incurred by the Purchaser on any assignment or re-assignment of a Purchased Receivable;
- (v) (a) to maintain such accounts as are sufficient to show the amounts paid by and due from the Customers to the Dealer, and
- (b) when required by the Purchaser, to permit at all reasonable times full inspection and audit of such accounts by the Purchaser and/or its authorised representative,

- Computer City Print London Limited (MS.3149)

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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Please do not
write in this
binding 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

[T T T T T]
[U 4]

Company Number

2058813

Name of Company

* LANCASHIRE MORTGAGE CORPORATION LIMITED

Date of creation of the charge

9/February 1993

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

Mortgage Debenture

Amount secured by the mortgage or charge

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

69

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

National Westminster Bank PLC

41 Lothbury

London

Postcode

EC2P 2BP

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

National Westminster Bank PLC
~~Legal Services~~ - Securities Dept.
King's Cross House
200 Pentonville Road
London N1 9HL

Presenter's Reference
and/or telephone number

071-239 8205

Time critical reference

For official use
Mortgage Section**REGISTERED**

17 FEB 1993

Post room



17 FEB 1993

01-10-01

Short particulars of all the property mortgaged or charged

(a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.

(b) A specific charge over all stocks shares or other securities in any subsidiary companies or any other company for the time being.

(c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.

(d) A specific charge over its goodwill and the benefit of any licences.

(e) A floating charge over the undertaking and all other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or pari passu with this charge.

XXXXXX charge by way of legal mortgage over the undersigned property X and the proceeds
XXXXXX thereof

Please do not
write in this
binding margin



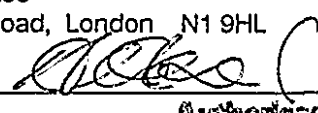
Please complete
legibly, preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount

Nil

Per pro
National Westminster Bank PLC
Legal Services - Securities Dept.
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

Signed 
On behalf of mortgagee Authorised Signatory

Date 17 FEB 1993

Notes

(a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.

(b) The rate of interest payable under the terms of the Debentures should not be entered.

Particulars of a charge

395

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this margin

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
(Address overleaf - Note 5)**

For official use

Company number

[TWIS]

20 58213.

Name of company

* Lancashire Mortgage Corporation Ltd

* insert full name
of company

Date of creation of the charge

15/2/93

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

A credit agreement entitled "PROMPT Credit Application" dated 5/2/93 between the Mortgagor and Close Brothers Limited (the "Mortgagee") (the "PROMPT Agreement").

Amount secured by the charge

25528-08, being the total amount payable (inclusive of credit charge)
by the Mortgagor to the Mortgages pursuant to the terms of the PROMPT Agreement.

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

Close Brothers Limited (PROMPT)		
36 Great St. Helen's		
London	Postcode	EC3A 6AP

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

**PROMPT Department
Close Brothers Limited**

For official Use
Mortgage Section

| Post room

REGISTERED
18 FEB 1993

Post room

COMPANIES

1 18 FEB 1993

HOUSE

Time critical reference

19 FEB 1992

Short particulars of all the property charged

All its right, title and interest in and to all sums payable (including by way of refund) under the insurance, particulars whereof are set out below, as from time to time varied or extended and the benefit of all powers and remedies for cancelling and/or enforcing the same.

Please do not write in this margin

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

Particulars of Policies:		Policy No	Period 12 months from)	Premium
Type	Insurers			£

SEE CONTINUATION SHEET.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

M. P. P. H.

Date

17/2/93

On behalf of [company][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.
- 5 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Continuation Sheet

Short Particulars of all the property mortgaged or charged

Company House Reg. No. : 2058813

Close Brothers Ref:219739

Client Name :Lancashire Mortgage Corporation Ltd

Type	Insurers	Policy No.	Period	Premium
HOME	LLOYDS	TBA	11-JAN-93	25,039.80

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 15th FEBRUARY 1993
and created by LANCASHIRE MORTGAGE CORPORATION LIMITED

for securing £25,528.08 due from the Company to CLOSE BROTHERS LIMITED
under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 18th FEBRUARY 1993

Given under my hand at the Companies Registration Office,
Cardiff the 23rd FEBRUARY 1993

No. 2058813


R. M. GROVES
an authorised officer

C.69

Post 23.2.93