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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

Name of company

* THETFORD COMPACTORS FINANCE LIMITED ("the Chargor")

Date of creation of the charge

31 OCTOBER 2001

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

CHARGE OVER SUB-HIRING AGREEMENTS

Amount secured by the mortgage or charge

4
All monies which now are or at any time hereafter may be or become due
or owing by the Chargor to Julian Hodge Bank Limited ("the Company") on
any account (whether due, owing or incurred by the Chargor to the
Company alone or jointly with any other person(s) and in whatever name,
firm or style and whether as principal or surety).

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

JULIAN HODGE BANK LIMITED of
31 Windsor Place,
Cardiff

Postcode CF10 3UR

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

Eversheds
Fitzalan House
Fitzalan Road
Cardiff
CF24 0EE

1/PDV/GST/511 388273

Time critical reference

For official Use
Mortgage Section

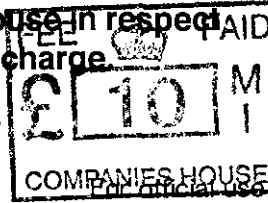
Post room



PUB
COMPANIES HOUSE

0042
16/11/01

65 10.00
130547.
395



Company number

01567358

Short particulars of all the property mortgaged or charged

All sub-hiring agreements ("the Sub-Hiring Agreements") previously or at any time hereafter entered into with any customer(s) of the Chargor relating to goods now or hereafter owned by the Company but let by the Company to the Chargor under lease agreement(s) hire purchase agreement(s) conditional sale agreement(s) and/or lease purchase agreement(s) (collectively called "the Credit Agreements") entered into at any time between the Company and the Chargor together with the full benefit and advantage of and the monies payable under the Sub-Hiring Agreements together with the benefit of all guarantees, indemnities, negotiable instruments and securities taken by the Chargor in connection with the Sub-Hiring Agreements in respect of the goods comprised therein (all of which property being hereafter referred to as "the Property").

Without prejudice to the above the Chargor with full title guarantee hereby charges by way of floating charge such of the property as is not validly charged by way of the fixed charge.

In relation to the monies now or hereafter payable under the Sub-Hiring Agreements ("the Debts"):-

(see continuation page)

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed *C.eshed.*

Date 16 NOVEMBER 2001

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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binding margin

**Particulars of a mortgage or charge
(continued)**

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

CHFP025

Please complete
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bold block lettering

Company Number

01567358

Name of Company

THETFORD COMPACTORS FINANCE LIMITED ("the Chargor")

Limited*

* delete if
inappropriate

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

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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(i) the Chargor shall pay into a current or a separate designated account (as the Company may require) of the Chargor with its Bank all monies which it may receive in respect of the Debts hereby charged and (subject to any rights of the Bank in respect thereof) pay or otherwise deal with such monies standing in such account in accordance with any directions from time to time given in writing by the Company;

(ii) prior to any demand being made by the Company in the absence of any directions from the Company any monies received by the Chargor and paid into such account in respect of the Debts hereby charged shall upon payment in stand released from the fixed charge on such Debts hereinbefore created by this Charge and shall be subject to a floating charge in favour of the Company but any such release shall in no way derogate from the subsistence and continuance of the said fixed charge on the Debts for the time being outstanding; and

(iii) if called upon to do so by the Company the Chargor shall execute a legal assignment of the Debts in such terms as the Company may require and give notice thereof to the parties from whom the Debts are owing or incurred and take such other steps as the Company may require to perfect such legal assignment.

The Chargor shall not without the prior consent in writing of the Company have power to create or permit to come into being any assignment mortgage charge or lien in respect of the Property or to sell the same.

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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. 01567358

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SUB-HIRING AGREEMENTS DATED THE 31st OCTOBER 2001 AND CREATED BY THETFORD COMPACTORS FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JULIAN HODGE BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th NOVEMBER 2001.

pleach



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES