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CHFP041

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in black type or
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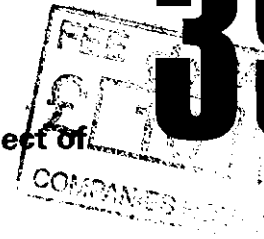
* Insert full name
of company

N 40 x 4 224548
COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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



395

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

For official use Company number

Name of company

12

3899003

* JD Finance Limited ("the Company")

Date of creation of the charge

8 January 2001

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

Schedule Supplementary to a Deed of Assignment and Fixed Charge dated 4 October 2000

Amount secured by the mortgage or charge

All monies now or from time to time owing by the Company to Heywood Finance Limited ("Heywood") and otherwise the performance and observation of all obligations and liabilities from time to time owed or incurred to Heywood by the Company whether before on or after the date of the Schedule whether under Heywood Finance Agreements (as defined in the Deed of Assignment) or otherwise 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

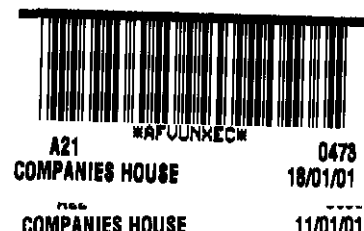
HEYWOOD FINANCE LIMITED Reg No 3160517 of Bracken House, Charles Street, Manchester

Postcode M1 7BD

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

Lester Aldridge
Russell House, Oxford Road
BOURNEMOUTH BH8 8EX
DX 7623 Bournemouth 1

For official use
Mortgage section



Time critical reference
5.MRB.HEY.4.3.

Short particulars of all the property mortgaged or charged

An assignment in favour of Heywood of all the Company's rights and interest in the Sub-Hire Agreements (and against the Sub-Hirers under such agreements) specified below; the rights of the Company under any Customer Securities taken in respect of such Sub-Hire Agreement; and the Sub-Hirers under them and such insurance policies taken out in respect of such Sub-Hire Agreements or the goods let under them, and all claims and proceeds arising thereunder.

<u>Deed of Sub-Hire Agreement</u>	<u>Name of Sub-Hirer</u>	<u>Description of Heywood Goods</u>
29.09.00	Fez Clothing Limited (trading as Bell Hire)	1 x Nissan Vanette X833 ANF

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

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Leslie Aldridge

Date 10.01.01

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

*Delete as appropriate

Notes.

- 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.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 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;
 - subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - 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.
- If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- Cheques and Postal Orders are to be made payable to **Companies House**.
- The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

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THIS SCHEDULE is made on
Supplementary to a Master Deed of Assignment and Fixed Charge dated
("the Principal Deed")

08/01/01

2000
2000

BETWEEN

- (1) **JD Finance** : **JD FINANCE LIMITED** Reg No 3899003 of Trinity House, Brightment Street, Bolton, Lancashire, BL2 1BR; and
- (2) **Heywood** : **HEYWOOD FINANCE LIMITED** Reg No 3160517 of Bracken House, Charles Street, Manchester, M1 7BD.

1. This Schedule is supplementary to the Principal Deed made between JD Finance and Heywood on the date specified above.
2. JD Finance assigns absolutely in favour of Heywood subject to the terms of the Principal Deed all its rights and interest in the Sub-Hire Agreements (and against the Sub-Hirers under such agreements) specified below; all Sub-Hire Rentals in respect of such Sub-Hire Agreements; the rights of JD Finance under any Customer Securities taken in respect of such Sub-Hire Agreements; and the Sub-Hirers under them, and such insurance policies taken out in respect of such Sub-Hire Agreements or the goods let under them, and all claims and proceeds arising thereunder. This is subject to the provisions for re-assignment in clause 4.2 of the Principal Deed.
3. This Supplementary Schedule will be read subject to the terms of the Principal Deed and terms in this Schedule will have the meaning given in the Principal Deed.

Date of Sub-Hire
Agreement

Name of
Sub-Hirer

Description
of Heywood Goods

29/1/01

FEZ CLOTHING LTD T/A -
BEW HIRE

X833 ANF

NISSAN VALETTE



EXECUTED and DELIVERED as a DEED by
JD FINANCE LIMITED acting by its authorised
officers:

X  X Director

X NP Taylor X Director/Secretary

Director's full name in block capitals: X DAVID MORRIS X

Director/Secretary's full name in capitals X NUEL TAYLOR X

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03899003

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SCHEDULE SUPPLEMENTARY (TO A DEED OF ASSIGNMENT AND FIXED CHARGE 4 OCTOBER 2000) DATED THE 8th JANUARY 2001 AND CREATED BY JD FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HEYWOOD FINANCE LIMITED UNDER HAYWOOD FINANCE AGREEMENTS (AS DEFINED IN THE DEED OF ASSIGNMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th JANUARY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JANUARY 2001.

A handwritten signature, possibly 'S', in black ink.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —