



CHFP041

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**Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of companyTo the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

Name of company

\* ANDY CRANE TRANSPORT LIMITED

3536021

Date of creation of the charge

13 JULY 2000

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

FIXED &amp; FLOATING CHARGE

Amount secured by the mortgage or charge

All monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of the Security Holder, present or future, actual or contingent, liquidated or unliquidated and whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement for the purchase of Debts (as defined in the Fixed and Floating Charge) made between the Company and the Security Holder and any agreement made in variation or substitution of such agreement (the "Agreement") or otherwise.

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

ROYAL BANK INVOICE FINANCE LIMITED  
EXCHANGE COURT, 3 BEDFORD PARK, CROYDON

("the Security Holder")

Postcode

CR0 2AQ

Presentor's name, address and  
reference (if any):Wilde & Partners  
10 John Street  
London WC1N 2EB  
DX 428 LondonFor official use  
Mortgage section

Post room

A37  
COMPANIES HOUSE0536  
15/07/00

Time critical reference

**Short particulars of all the property mortgaged or charged**

By way of fixed charge all Debts and their Related Rights (as both terms are defined in the Agreement) purchased or to be purchased or purported to be purchased by the Security Holder pursuant to the Agreement which fail to vest absolutely and effectively in the Security Holder for any reason ("Specified Debts").

By way of floating charge all the undertaking and all the property rights and assets of the Company, whatsoever and wheresoever, both present and future, including the Company's stock in trade and its uncalled capital other than the property as shall be subject to the fixed charge referred to above.

Please see continuation sheet 1

Please do not write in this margin

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)

NONE

Signed

*Wilde & Kohnert*

Date 14 JULY 2000

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.
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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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

3536021

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

Name of company

ANDY CRANE TRANSPORT LIMITED

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)

Please do not  
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legibly, preferably  
in black type, or  
bold block  
lettering.

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

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

Short particulars of all the property mortgaged or charged (continued)

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

The Fixed and Floating Charge contains a restriction that the Company shall not:

(A) except in accordance with the provisions of clause 4(1) of the Fixed and Floating Charge or the written directions of the Security Holder, sell, part with possession of or otherwise dispose of any of the Property (as defined in the Fixed and Floating Charge) including (without prejudice to that generality) the title, property, right and interest of the Company in any goods which are the subject of a contract of sale giving rise to a Specified Debt and which come into possession of the Company and such goods shall be stored separately from the Company's other goods and marked with the Security Holder's name; and

(B) enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with the Security Holder.

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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. 03536021

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING CHARGE DATED THE 13th JULY 2000 AND CREATED BY ANDY CRANE TRANSPORT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ROYAL BANK INVOICE FINANCE LIMITED WHETHER ARISING UNDER THE AGREEMENT FOR THE PURCHASE OF DEBTS OR OTHERWISE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15th JULY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2000.

*Handwritten signature*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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