

## PARTICULARS OF A MORTGAGE OR CHARGE

Pursuant to Section 395 of the Companies Act 1985

To the Registrar of Companies

For Official Use

Company Number

	4	
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2712473
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Name of Company

Fleeteurope plc
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Date of creation of the charge

14th June 1996
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Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge on Hiring Agreements
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Amount secured by the mortgage or charge

All monies and liabilities from time-to-time due owing or incurred by the Company to Ford Credit Europe plc ("Ford Credit") on any account whatsoever whether actually or contingently and whether due from the Company as guarantor, indemnifier or principal debtor including without limitation all costs, charges, expenses and other payments for which the Company shall be liable pursuant to the charge on a full indemnity basis together with interest on the foregoing day-by-day from demand until full discharge at the rate specified in the said charge
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Names and addresses of the mortgagees or persons entitled to the charge

Ford Credit Europe plc		
Jubilee House, The Drive, Brentwood, Essex	Postcode	CM13 3AR

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

Mrs M Barazetti  
Legal Affairs Department  
Ford Credit Europe plc  
Jubilee House  
The Drive  
Brentwood  
Essex  
CM13 3AR

For Official Use  
Mortgage Section



Time Critical Reference

Short particulars of all the property mortgaged or charged

The benefit including the right to receive rents, hire charges or instalments of all those contracts for the leasing, hire or sale of motor vehicles now or hereafter during the continuance of this security subsisting between the Company or any agent, director, employee or subsidiary or associated company of the owner and any other person (or persons), firm or company as lessee, hirer or purchaser PROVIDED THAT the contracts charged ("the Contracts") shall be limited to contracts where the vehicles comprised therein are leased, hired or sold by Ford Credit to the Company under Leasing Agreements or Hire Agreements or Conditional Sale Agreements (or agreements which purport to be Leasing or Hire or Conditional Sale Agreements)

Particulars as to commission allowance or discount (note 3)

Signed

*M Barwin*

Date

14.06..96

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

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.

**PARTICULARS OF A MORTGAGE OR CHARGE**  
[Continued from Page 2]

**Continuation Sheet No 1 -of- 1  
to Form No 395**

Company Number

2712473

Name of Company

Fleeteurope plc

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

All rights, title and interest in respect of all motor vehicles ("the Motor Vehicles" which expression shall without prejudice to the generality of the foregoing include passenger cars, commercial vehicles, tractors, trailers, caravans and all motor parts, spares and accessories belonging to such motor vehicles) which are from time-to-time during the continuance of this security in the possession (actual or constructive), ownership or otherwise of the Company in whatsoever capacity PROVIDED THAT the Motor Vehicles charged shall be limited to those Motor Vehicles which are comprised in the Contracts

All proceeds of sale or other disposition of any property or assets described above

All insurance monies receivable in respect of damage to or destruction or loss of any property or assets described above

The benefits of all guarantees, indemnities and securities given to the Company in respect of any of the Contracts

All debts now or hereafter becoming due to the Company under the terms of or in relation to any of the Contracts

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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. 02712473

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE ON HIRING AGREEMENTS DATED THE 14th JUNE 1996 AND CREATED BY FLEETEUROPE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO FORD CREDIT EUROPE plc ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th JUNE 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th JUNE 1996.

*Peter C Protheroe*

for the Registrar of Companies

20/6/96  
S.G. POST.



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

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