

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

22

00155849

Name of company

* RIBBLE MOTOR SERVICES LIMITED

* Insert full name
of companyI, **MARTIN GRIFFITHS**
of **10 DUNKELD ROAD, PERTH, PH1 5TW**† Delete as
appropriate[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~] of the above company,

do solemnly and sincerely declare that the debt for which the charge described below was given

has been paid or satisfied in [**full**] [~~part~~] †† Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.Date and Description of charge † **DEBENTURE CONTAINING FIXED AND FLOATING CHARGES DATED 29/1/90**Date of Registration **§ 2 FEBRUARY 1990**Name and address of [chargee] [~~trustee for the debenture holders~~] **xxx THE GOVERNOR AND
COMPANY OF THE BANK OF SCOTLAND, THE MOUND, EDINBURGH**§ The date of
registration may
be confirmed
from the
certificateShort particulars of property charged **▪ SEE PAPER APART**▪ Insert brief
details of
propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of the Statutory Declarations Act 1835.Declared at **PERTH**

Declarant to sign below

Day Month Year
on **11 04 20 01**

before me

G G Canells Notary Public
A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for OathsPresentor's name, address and
reference (if any):**Shepherd & Wedderburn
Saltire Court
20 Castle Terrace EH1 2ET
DX 553049 Edinburgh-18
(Ref:DCH/OYEZ/AW100403)**For official use
Mortgage section

Post room

A41
COMPANIES HOUSE0564
13/04/01

Paper Apart

1. By way of legal mortgage, all the estate and interest of the Company in the property or properties set out in the annexed Schedule together with all buildings and fixtures (including trade and tenant's fixtures) now and after the date of the Charge thereon and all plant and machinery annexed thereto for whatever purpose;
2. by way of first fixed charge, all other freehold and leasehold property now or hereafter belonging to the Company together with all buildings and fixtures (including trade and tenant's fixtures) thereon and all plant and machinery annexed thereto for whatever purpose;
3. by way of first fixed charge, all estates and interests not hereinbefore effectively charged now or after the date of the Charge belonging to the Company in or over land or the proceeds of sale of land, all licences and leases now or hereafter held by the Company to enter upon, occupy or use land, and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled, and all trade and tenant's fixtures, plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property, an interest in which stands charged hereunder;
4. by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Company;
5. by way of first fixed charge, all stocks, shares and other securities now or hereafter owned (whether at law or in equity) by the Company, and all rights and interests of the Company in and claims under all policies of insurance and assurance now or hereafter held by or insuring to the benefit of the Company;
6. by way of first fixed charge, all patents, trade marks, patent applications, brand names, copyrights, rights in the nature of copyright, registered designs and other intellectual property rights and agreements relating to the use by the Company of patents and trade marks to which the Company is now or may hereafter become entitled and all agreements under which the Company is now or may become entitled to the payment of any royalty fee or similar income;
7. by way of first fixed charge, all book and other debts of the Company whether now or hereafter existing and whether presently payable or after the date of the Charge falling due for payment and all rights and claims of the Company against third parties now or hereafter existing and capable of being satisfied by the payment of money (save as charged under sub-clause 1.5 hereof);
8. by way of floating charge all the Assets whatsoever and wheresoever not hereinbefore effectively charged by way of fixed charge, including (without limitation and whether or not so effectively charged) any immovable property of the Company situate in Scotland and any Assets falling within any of the types mentioned in paragraphs 3 to 7 inclusive situate in Scotland but so that

the Company is not to be at liberty to create otherwise than in favour of the Bank any mortgage or fixed or floating charge or other security upon and so that no lien (other than a lien arising through operation of law in the ordinary course of business) shall in any case or in any manner arise on or affect any part of such Assets either in priority to or pari passu with the floating charge created by the Charge and further that the Company shall have no power without the consent of the Bank to part with or dispose of any part of such Assets except by way of sale in the ordinary course of its business.

2. The Bank may from time to time by notice in writing to the Company convert the floating charge into a fixed charge as regards any Assets thereby charged as specified in any such notice and such floating charge shall automatically be converted into a fixed charge:-

- (a) in respect of any Assets which shall become subject to a fixed charge in favour of any other person or to a disposition otherwise than by way of sale in the ordinary course of the Company's business immediately upon such charge or disposition; and
- (b) in respect of all the Assets thereby charged if and when the Company shall cease to carry on business or to be a going concern;

but so that this provision shall not apply to any of the Assets situate in Scotland.

3. The Bank shall not without the previous written consent of BOS create or purport or attempt to create any mortgage, charge or encumbrance on any freehold or leasehold property of the Company or on any other of the Assets subject to a fixed charge under the Debenture nor in any way dispose of the equity of redemption thereof or any interest therein.
4. The company may not without the previous written consent of BOS redeem or purchase any of its own shares or issue any redeemable shares.
5. BOS, the Agent and each of the banks shall be entitled to hold all sums which are now or which may at any time hereafter be at the credit of any account or accounts in the name of the Company with BOS, the Agent or any of the banks in security of the secured obligations and upon the occurrence of an event of default to apply without notice to the Company any such sums in and towards discharge of the secured obligations.

SCHEDULE I

A. FREEHOLD PROPERTIES - 1

GARSTANG

ALL THAT the freehold piece or parcel of land together with the Omnibus Garage, Offices and other premises erected thereon or on part thereof situate at Bridge Street, Garstang in the County of Lancaster which said property is comprised in a Conveyance dated 31 December 1926 made between The Pilot Motors Limited (1) Ribble Motor Services Limited (2)

MORCAMBE

ALL THAT the freehold piece or parcel of land together with the Omnibus Garage, Workshops and other premises erected thereon or on part thereof situate at Harwarden Avenue and South Avenue, Morcambe in the County of Lancaster being the property Fourthly, Fifthly and Sixthly described in a Conveyance dated 22 March 1928 made between Lancashire and Westmorland Motor Services Limited, Robert Lyon Wyllie and Alfred Bates (1) Ribble Motor Services Limited (2)

PRESTON

ALL THAT freehold piece or parcel of land together with the Offices, Garages, Workshops and Engineering Works and other premises erected thereon or on part thereof situate at Frenchwood Avenue and Manchester Road, Preston in the County of Lancaster which said premises are comprised in a Conveyance dated 24 April 1931 made between Atkinson Walker Wagons Limited (1) The Manchester and County Bank Limited (2) and Ribble Motor Services Limited (3)

B. FREENOLD PROPERTIES - 21. BlackburnRegistered/
Unregistered

Title No.

(a) Site of 4 dwellinghouses

Registered

1 A 226801

5, 7, 9 and 11 George
Street East, Blackburn.(b) Site of Former Rock Inn
and 3 George Street East,
Blackburn.

Registered

1 A 493672

(c) Firstly all that plot or
parcel of land situate on
the westerly side of
Manners Sutton Street,
Blackburn and containing
170 square yards or

Unregistered

thereabouts and bounded on
the northerly side thereof
by the land secondly
hereinafter described on
the easterly side thereof
by Manners Sutton Street
on the southerly side
thereof by premises then
or lately belonging to Mr
Henry Shaw and on the
westerly side thereof by
premises belonging to Mr
Henry Haworth andSecondly all that plot or
parcel of land situate on the

westerly side of Manners
Sutton Street aforesaid
and containing 162 square
yards or thereabouts
bounded on the northerly
side thereof by land
belonging to the Vicar of
Blackburn on the easterly
side thereof by Manners
Sutton Street on the
southerly side thereof by
the plot of land
hereinbefore described and
on the westerly side
thereof by the said
premises belonging to Mr
Henry Haworth which said
plots of land are more
particularly shown on the
plan annexed hereto and
thereon edged red.
All which said premises
were comprised in a
Conveyance and Assignment
dated 16 November 1928 and
made between May Hartridge
and Percy Thompson Dean
(1) Herbert Morris Graham
(2) and Ribble Motor
Services Limited (3)

2. Blackpool

60/64 Tyldesley Road,
Blackpool

Registered

1 A517822

3. Bolton

All that piece or parcel of
land situate in the County
Borough of Bolton and having a
frontage to Lum Street/Folds
Road and Goodwin Street therein
containing in the whole 6984
square yards or thereabouts and
more particularly delineated
and described in the plan
attached to a Conveyance dated
8 August 1939 and made between
Walter Edward Turvey (1) and
Ribble Motor Services Limited
(2) and thereon edged red, save
and except a plot of land
measuring 8 feet 4 inches times
6 feet 6 inches conveyed to MPS
Indusries Limited by a
Conveyance dated 5 September
1985.

Unregistered

4. Chorley

(a) All that messuage or
dwellinghouse situate in
and Numbered 51 Eaves Lane,
Chorley comprised in a

Unregistered

5.

Conveyance dated 12
September 1941 and made
between James Waring (1)
Ribble Motor Services
Limited (2)

- (b) All that messuage or Unregistered
dwellinghouse situate on
the west side of the
highway known as Eaves
Lane, Chorley and Numbered
53 Eaves Lane, aforesaid
comprised in a Conveyance
dated 30 December 1964 and
made between Keith ry
(1) and Ribble Mot
Services Limited (2)
- (c) All that messuage or Unregistered
dwellinghouse situated on
the west side of and
Numbered 55 Eaves Lane,
Chorley aforesaid
comprised in a Conveyance
dated 24 April 1969 and
made between Elizabeth Ann
Clayton and Lilian
Markland (1) and Ribble
Motor Services Limited
(2)
- (d) All that messuage or Unregistered
dwellinghouse situate on
the west side of and

Numbered 57 Eaves Lane,
 Chorley aforesaid
 comprised in a Conveyance
 dated 22 February 1974 and
 made between William
 Calderbank (1) and Ribble
 Motor Services Limited

(2)

- (e) Firstly all that plot of Unregistered
 land situate at the junction
 of Eaves Lane and Windermere
 Road, Chorley aforesaid a
 plan whereof is endorsed
 upon an Indenture dated 30
 June 1910 and made between
 John Crombleholme of the one
 part and George Daniel
 Parsons of the other part
 and is thereon edged red and
 which shows the abuttals and
 boundaries thereof and
 Secondly all that plot of
 land situate in Chorley
 aforesaid bounded on or
 towards the north by Lytham
 Road on or towards the south
 by Windermere Road on or

7.

towards the east partly by hereditaments now or formerly belonging to the said George Daniel Parsons and partly by hereditaments now or formerly belonging to James Moon and on or towards the west by the centre line of Silverdale Road and containing in the whole 1890 1/3rd square yards or thereabouts including in such measurement the footpath in Lytham Road and Windermere Road respectively and on the east side the whole of a passage 4 yards wide adjoining the hereditaments of the said James Moon and one half of the said passage adjoining the hereditaments of the said George Daniel Parsons and which plot of land is more particularly delineated and described

in the plan endorsed upon
 an Indenture dated 27
 October 1913 and made
 between the said John
 Crombleholme of the one
 part and the said George
 Daniel Parsons of the
 other part and therein
 edged red the said
 footpaths passage and one-
 half of Silverdale Road
 aforesaid being therein
 coloured brown Together
 with the motor omnibus
 garage, office and all
 other buildings erected
 and now standing upon the
 said plots of land or any
 part thereof.

All which said premises
 are comprised in a
 Conveyance dated 1 May 1925
 and made between The
 Chorley Auto Co. Limited
 (1) and Ribble Motor
 Services Limited (2).

(f) Firstly all that plot of
 land situate on the west
 side of and fronting to

Unregistered

Eaves Lane, Chorley
bounded on the east by
Eaves Lane on the north by
property now or formerly
of James Moon on the west
by land formerly belonging
to John Crombleholme but
sometime of The Chorley
and District Advertising
and Billposting Co. Limited
and on the south by the
plot of land second
hereinafter described
which plot contains 248
square yards or
thereabouts and is
delineated on the plan
endorsed on a Conveyance
dated 17 October 1908 and
made between James Moon
(1) Joseph Wright Pollard,
The Reverend James
Beardwood Ditchfield and
Mary Jolly (2) Thomas
Heald (3) and the said
Chorley & District
Advertising and
Billposting Co. Limited
(4) and thereon surrounded

10.

by a red line and
Secondly all that plot of
land adjoining and lying
on the south side of the
plot of land first
described and situate on
the west side of and
fronting to Eaves Lane and
containing 120 square
yards or thereabouts and
delineated on the said
plan and thereon
surrounded by a blue
line.

All which said premises
are comprised in a
Conveyance dated 14 July
1937 and made between
Chroleys & District
Advertising & Billposting
Co. Limited (1) and Ribble
Motor Services Limited
(2)

5. Clitheroe

All that plot of land situate Unregistered
at Clitheroe containing 8078
square yards or thereabouts
more particularly delineated on
the plan annexed to a
Conveyance dated 8 August 1929

and made between The Co-operative Wholesale Society Limited (1) and Ribble Motor Services Limited (2) and thereon edged red

6. Fleetwood

- (a) All that plot of land Unregistered
situate in Birch Street,
Fleetwood containing 711
square yards or
thereabouts (being the
northerly half of a plot
of land comprised in and
conveyed by a Conveyance
dated 12 October 1920 and
made between The North of
England Trustee Debenture
and Assets Corporation
Limited (1) The Fleetwood
Estate Limited (2) and
Robert Garfitt (3) and
edged red on the plan
endorsed thereon),
Together with the Garage
erected thereon All which
said premises are
comprised in a Conveyance
dated 25 February 1931 and

made between Lawrence
Motor Services Limited (1)
Clifford Bowman (2) and
Ribble Motor Services
Limited

- (b) All that plot of land Unregistered
situate in Birch Street,
Fleetwood containing 711
square yards or
thereabouts being the
southerly half of the plot
of land comprised in and
conveyed by the said
Conveyance dated 12
October 1920 (referred to
at paragraph 6(a) above)
and edged red on the said
plan. All which said
premises are comprised in
a Conveyance dated 12
March 1931 and made
between Edwin Arthur
Lawrence (1) and Ribble
Motor Services Limited
(2)
- (c) All that plot of land Unregistered
situate on the easterly
side of Birch Street,
Fleetwood having a
frontage thereto of 93
feet 5 inches and more

particularly delineated
and described on the plan
endorsed on a Conveyance
dated 9 September 1938 and
made between Richard
Roskell (1) and Ribble
Motor Services Limited (2)
and thereon edged red

7. Kendal

- | | |
|---|---------------------|
| <p>(a) All that plot of land
situate in Beezon Road,
Kendal containing 1665
square yards or
thereabouts more
particularly delineated
and edged red on the plan
endorsed on a Conveyance
dated 5 December 1934 and
made between The Lord
Mayor Aldermen and
Citizens of the City of
Manchester (1) and Ribble
Motor Services Limited (2)
Together with the
buildings erected thereon</p> | <p>Unregistered</p> |
| <p>(b) All that building used as
a Motor Garage situate in
Station Road, Kendal</p> | <p>Unregistered</p> |

Together with the land
forming the site thereof
more particularly
described in a Conveyance
dated 22 March 1928 and
made between Lancashire
and Westmorland Motor
Services Limited, Robert
Lyon Wyllie and Alfred
Bates (1) and Ribble Motor
Services Limited (2)

- | | | |
|-----|--|-------------------|
| (c) | All that piece of land
(being part of the Station
Yard) at Kendal containing
385 square yards or
thereabouts more
particularly delineated on
the plan annexed to a
Conveyance dated 25 March
1957 and made between The
British Transport
Commission (1) and Ribble
Motor Services Limited (2)
Together with the
buildings erected thereon | Unregistered
. |
|-----|--|-------------------|

8. Lancaster

- | | |
|--|--------------|
| All that plot of land situate
in and fronting to Owen Road, | Unregistered |
|--|--------------|

Skerton, Lancaster containing
 2968 1/3rd square yards or
 thereabouts and more
 particularly delineated and
 described in the plan endorsed
 on a Conveyance dated 28 March
 1929 and made between Robert
 Lamb (1) and Ribble Motor
 Services Limited (2) and
 thereon edged red Together with
 the buildings erected thereon.

9. Preston

All that piece of land situate
 in Frenchwood, Preston bounded
 on the north westerly side by
 the centre of Selbourne Street
 on the north easterly side by
 the centre of Frenchwood Avenue
 and on the south westerly side
 by land of Preston Corporation
 containing 4 acres 1 rood and
 20 perches or thereabouts and
 is shown edged red on the plan
 endorsed on a Conveyance dated
 19 November 1925 and made
 between Richard Alexander Bence
 Tower and others of the first 8
 parts and Ribble Motor Services

Unregistered

Limited of the 9th part Save
and Except a piece of land
containing approximately 53
square yards conveyed to
Preston Corporation on 8
September 1941

C. LEASEHOLD PROPERTY

DESCRIPTION OF
PROPERTY

PARTICULARS
OF LEASE
UNDER WHICH
PROPERTY HELD

REGISTERED/
UNREGISTERED

1. Blackburn

Strip of land forming part of
George Street East, Blackburn

Lease dated 27 Registered
May 1818 for a 1 A 528289
term of 999
years

2. Blackburn

Plot of land situate at Eanam,
Blackburn containing in whole
4090 square yards or
thereabouts as the same is
shown edged red on the Lease.
All which property was assigned
to Ribble Motor Services
Limited by a Conveyance and
Assignment dated 16 November
1928 and made between May
Hartridge and Percy
Thompson Dean (1) Herbert
Morris Graham (2) and Ribble
Motor Services Limited (3)

Lease dated Unregistered
21 June 1856
made between
the Vicar of
Blackburn of
the one part
and Nathaniel
Walsh and
John
Ratcliffe of
the other

17.

part for a
term of 999
years at a
rent of
£25.58

3. Lancaster

All that piece of land on the
north side of Cable Street in
the City of Lancaster together
with the buildings erected
thereon and the yard and
gardens thereto known as No. 7
Cable Street, Lancaster shown
edged red on an Assignment
dated 3 January 1962 and made
between Arthur Hodgkinson and
Elizabeth Hodgkinson of the
one part and Ribble Motor
Services Limited of the other
part

Lease dated
25 September
1889 made
between the
Mayor,
Aldermen and
Burgesses of
the Borough
of Lancaster
(1) Robert
Hall and
William Hall
(2) and
Arthur Hugh
Baldwin (3)
for a term of
200 years
from 13
February 1889
subject to
the rent of
£1.28

4. Chorley

All that plot of land	Lease dated	Unregistered
containing 1847 square yards or	30 December	
thereabout on the southerly	1961 between	
side of Union Street, Chorley	the Mayor	
together with the buildings	Aldermen and	
standing thereon used as an	Burgesses of	
omnibus station as the same is	the Borough	
for identification purposes	of Chorley	
only edged red in plan No. 1	(1) and	
annexed to the Lease	Ribble Motor	
	Services	
	Limited for a	
	term of 99	
	years from 30	
	December 1961	
	at a rent of	
	£500	