



CHFP041

COMPANIES FORM No. 403a

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 lettering

To the Registrar of Companies
(Address overleaf)

For official use Company number

34

00155849

Name of company

* RIBBLE MOTOR SERVICES LIMITED

* Insert full name
of company

I, 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 DATED 22 MAY 1993

Date of Registration § 5 JUNE 1993

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
certificate

Short particulars of property charged * SEE PAPER APART

• Insert brief
details of
property

And 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

Martin Griffiths

Day Month Year

on

11 04 2001

before me

John G. Cassell Notary Public
A Commissioner for Oaths or Notary Public or (Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

Shepherd & Wedderburn
Saltire Court
20 Castle Terrace EH1 2ET
DX 553049 Edinburgh-18
(Ref: DCH/OYEZ/AW100402)

For official use
Mortgage section

Post room



A41
COMPANIES HOUSE

0565
13/04/01

Notes

The address of the Registrar of Companies is:-
The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

Paper Apart

1. The Company as beneficial owner charges by the Charge with the payment or discharge of all moneys and liabilities covenanted in the Charge to be paid or discharged by the Company:-
 - 1.1 by way of legal mortgage, all the freehold and leasehold property of the Company now vested in it, whether or not the title thereto is registered at H M Land Registry, 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 now and after the date of the Charge annexed thereto for whatever purpose;
 - 1.2 by way of fixed charge, all freehold and leasehold property after the date of the Charge 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;
 - 1.3 by way of fixed charge, all 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 now or after the date of the Charge held by the Company to enter upon or use land, and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled, and all trade and tenant's fixtures, plant and machinery now and after the date of the Charge annexed for whatever purpose to all freehold and leasehold property, an interest in which stands charged under the Charge;
 - 1.4 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Company;
 - 1.5 by way of fixed charge, all stocks, shares and other securities now or after the date of the Charge 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 after the date of the Charge held by or insuring to the benefit of the Company;
 - 1.6 by way of 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 after the date of the Charge 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;
 - 1.7 by way of fixed charge, all book and other debts of the Company whether now or after the date of the Charge 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 after the date of the Charge existing and capable of being satisfied by the payment of money (save as charged under sub-clause 1.5 hereof);
 - 1.8 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 sub-clauses 1.3 to 1.7 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 created pursuant to sub-clause 1.8 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:-

2.1 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

2.2 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 sub-clause 2.2 shall not apply to any Assets situate in Scotland.