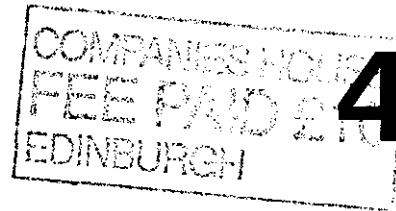


M

COMPANIES FORM No. 466 (Scot)

**Particulars of an instrument of alteration
to a floating charge created by a
company registered in Scotland**



466

*Please do not write in
this margin*

Pursuant to section 410 and 466 of the Companies Act 1985

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

To the Registrar of Companies

Company Number
SC147093

For official use
/

Name of company

** insert full name of
company*

* **ALLIED VEHICLES LIMITED**

Date of creation of the charge (note 1)

24 FEBRUARY 1994

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

BOND AND FLOATING CHARGE

Names of the persons entitled to the charge

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Short particulars of all the property charged

The whole assets of the Company.

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

**Burness
50 Lothian Road
EDINBURGH EH3 9WJ**

Ref: AHS/VAJ/GE/G1732

For official use:
Charges Section

Post room



Names, and addresses of the persons who have executed the instrument of alteration (note 2)

Please do not write in this margin

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, The Mound, Edinburgh EH1 1YZ.

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

GE CAPITAL BANK LIMITED trading as GE CAPITAL WOODCHESTER, 6 Agar Street, London WC2N 4HR.

ALLIED VEHICLES LIMITED, 230 Balmore Road, Glasgow, Lanarkshire G22 6LJ.

Date(s) of execution of the instrument of alteration

15, 22 and 27 November 2000.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

Please do not write in
this margin

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

The floating charge in favour of the Governor and Company of the Bank of Scotland ("the Bank") and the floating charge in favour of GE shall rank *inter se* in point of security in respect of the GE Charged Property as follows: -

(First) The GE Floating Charge to the extent of the GE Debt; and

(Second) The Bank Floating Charge.

"GE Charged Property" means (a) the Company's whole right title and interest in all used motor vehicles (including without prejudice to the generality of the foregoing all passenger cars, commercial vehicles, tractors, trailers, caravans and all motor parts and accessories belonging to such motor vehicles) which as at the date of the GE Floating Charge were or may at any time from time to time be in the Company's ownership, possession or control (actual or constructive) or in respect of which the Company was as at the date of the GE Floating Charge or may thereafter be entitled to exercise rights of ownership, possession or control (actual or constructive) or otherwise (the "Motor Vehicles"); (b) all proceeds of sale or other disposition of any of the Motor Vehicles; and (c) all monies from time to time payable under any insurances in respect of the Motor Vehicles.

"GE Floating Charge" means the floating charge granted by the Company in favour of GE over the GE Charged Property, dated 15 November 2000.

"Bank Floating Charge" means the bond and floating charge granted by the Company in favour of the Bank over the whole property (including uncalled capital) which as at the date of the floating charge is or may be from time to time while that bond and floating charge is in force comprised in the property and undertaking of the Company, dated 24 February 1994.

"GE Debt" means all sums of money which as at the date of the floating charge were or may at any time or from time to time be or become due by the Company to GE plus interest and all commission, fees and other charges and all legal costs and expenses incurred by GE.

Continued over

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not write in this margin

N/A

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

Signed



Date:

28 11 2000

On behalf of chargee *(delete as appropriate)*

NOTES:

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.
2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.
3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.



**CERTIFICATE OF THE REGISTRATION OF
AN ALTERATION TO A FLOATING CHARGE**

Company number 147093

I hereby certify that particulars of an instrument of alteration dated
27 NOVEMBER 2000

were delivered pursuant to section 410 of the Companies Act, 1985,
on 28 NOVEMBER 2000.

The instrument relates to a charge created on 24 FEBRUARY 1994
by ALLIED VEHICLES LIMITED

in favour of
the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

for securing ALL SUMS DUE, OR TO BECOME DUE

Given at Companies House, Edinburgh
30 NOVEMBER 2000



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



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC147093 CHARGE: 1

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
04/03/1994		24/ 2/94 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	THE WHOLE ASSETS OF THE COMPANY	the GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC147093 CHARGE: 1

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC147093 CHARGE: 1

Instruments of Alteration to a Floating Charge					
(13) Date of Execution	(14) Names of the persons who have executed the instrument	(15) The provisions, if any, prohibiting or restricting the creation by the Company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with, the floating charge.	(16) The provisions, if any, varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges.	(17) Short particulars of any property released from the floating charge	(18) The amount, if any, by which the amount secured by the floating charge has been increased. £
	ALLIED VEHICLES LIMITED WOODCHESTER FINANCE LIMITED THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ALLIED VEHICLES LIMITED GE CAPITAL BANK LIMITED THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND				