



# Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

gm

No

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

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

001111

915008

Name of company

\* ALAMO RENT A CAR (UK) LIMITED ("the Company")

\* insert full name  
of company

Date of creation of the charge

28 DECEMBER 1994

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

FLOATING CHARGE

Amount secured by the mortgage or charge

All monies, obligations and liabilities whether actual or contingent whether severally or jointly arising under or in connection with the Company's obligations under a Facility Agreement dated 28 December 1994 made between the Company and The First National Bank of Boston ("the Bank") and any future obligations to the Bank which are expressed to be secured by or pursuant to this Floating Charge together with interest on any sum demanded under the Floating Charge and all reasonable costs, charges and expenses and all value added tax thereon properly incurred by the Bank or any Receiver in relation to the preparation, negotiation, execution and registration of the Floating Charge, the recovery of any of the moneys secured by the Floating Charge or the preservation or enforcement of the security constituted by or pursuant to the Floating Charge.

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

The First National Bank of Boston

Bank of Boston House, PO Box 155, 39 Victoria Street,  
Westminster, London

Postcode SW1H 0ED

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

Simpson Curtis  
41 Park Square  
Leeds

LS1 2NS  
Tel. 0113 2445000  
Ref. JEA.94.1347.3

For official Use

Mortgage Section

REGISTERED

- 9 JAN 1995

Post room



Time critical reference

69  
A  
E  
T  
and/or this  
charge.

DX  
26440  
LEEDS  
PARK  
SQUARE

Short particulars of all the property mortgaged or charged

All the undertaking and all the property rights and assets of the Company both present and future excluding:-

1. any vehicles or vehicle related assets (including the proceeds of sale of vehicles, insurance proceeds relating to vehicles, amounts payable by way or rebate or otherwise to the Company from suppliers or manufacturers of vehicles and the Company's interest as leasee under any finance lease arrangement entered into in respect of the vehicles);
2. all intellectual property rights of the Company (including all its rights, title and interest in and to the "Alamo" name and any trade marks in connection therewith);
3. all estates and other interests in and to freehold or leasehold real property of the Company (whether registered or unregistered land); and
4. bank or other accounts of the Company wheresoever situate.

(See continuation sheet)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Signed Simpson Curtis Date 5.1.94

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 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

915008

NOTE

Please complete  
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1. The Company undertakes with the Bank that it shall not create or permit to subsist any Security Interest (as defined in the Floating Charge) on or over the Charged Property (as defined in the Floating Charge) or any part of it other than Permitted Security Interests (as defined in the Floating Charge).
2. The Company undertakes with the Bank that it shall not, except:-
  - (a) to the extent permitted by Clause 5.3 of the Floating Charge (see note 3 below), the Facility Agreement (as defined in the Floating Charge) or other agreement or obligations expressed to be secured by the Floating Charge; or
  - (b) with the prior written consent of the Bank and in accordance with and subject to any conditions that may be attached to such consent;
 part with, sell, transfer or otherwise dispose of all or any part of the Charged Property or enter into an agreement under which it is committed to do any such thing save, in the case of book debts getting in and realising the same in the ordinary and proper course of business.
3. Subject to Clause 5.1 of the Floating Charge (see note 1 above) the Company may sell, transfer or otherwise dispose of all or any part of the Charge Property owned by it in the ordinary and usual course of the Company's business as now conducted and for the purpose of carrying on the Company's business.
4. The Floating Charge shall automatically and without notice be converted into a fixed charge over the part of the Charged Property affected on:-
  - (a) the Company creating or permitting to subsist any Security Interest on or over the Charged Property or any part of it contrary to Clause 5 of the Floating Charge (see notes 1, 2 and 3 above);
  - (b) the presentation or making of an application for a warrant of execution, writ of fieri facias, garnishee order, charging order, or other order attaching, or creating an injunction, in respect of any of the Charged Property; or
  - (c) if any third party having a Permitted Security Interest takes any steps to enforce such security against the assets or undertaking of the Company or such part thereof as may be the subject of such Permitted Security Interest.
5. At any time after having been requested so to do by the Company or on or at any time after the security constituted by this Floating Charge has become enforceable the Bank may, without notice to the Company, appoint one or more persons to be a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

Please do not  
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binding margin

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bold block lettering

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

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00915008

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 28th DECEMBER 1994 AND CREATED BY ALAMO RENT A CAR (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FIRST NATIONAL BANK OF BOSTON UNDER THE TERMS OF A FACILITY AGREEMENT DATED 28TH DECEMBER 1994 AND/OR THIS FLOATING CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JANUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 1995.

A handwritten signature in black ink, appearing to read 'A. J. Wakeham', written over the printed name.

A. J. WAKEHAM

for the Registrar of Companies



C O M P A N I E S   H O U S E

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