

# M

1316-6  
395/A2

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

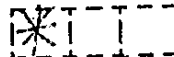
Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

To the Registrar of Companies

For official use

Company number



2404350

Name of company

MZ04

\* United Automobile Services Limited

Date of creation of the charge

23 MAR 1990

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

Fixed and Floating Charge dated

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

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

29/3  
JB  
Midland Bank plc  
POULTRY  
LONDON EC2P 2BX

Time critical reference

For official Use

Mortgage Section

REGISTERED

29 MAR 1990

Post room



Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

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)

NIL

for Pro

Midland Bank plc  
Leeds Area Office

Signed

Date

26 MAR 1990

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

Manager

† 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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 23rd MARCH 1990  
and created by UNITED AUTOMOBILE SERVICES LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 29th MARCH 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 6th APRIL 1990

No. 2404350

4/c

6/4 GR

A handwritten signature in dark ink, appearing to read 'M. A. Smith'.

M. A. SMITH  
an authorised officer

C.69a

M

24/7

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

S387C

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

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

[ ] [ ] [ ] [ ]

2404350

W

Name of company

\* UNITED AUTOMOBILE SERVICES LIMITED

\* insert full name  
of company

KENNETH HODGSON

of WEST GARTH, 42 CRESKELD LANE, BRAMHOPE, LEEDS LS16 9ES

† delete as  
appropriate

[a director] [the secretary] [the administrator] [the administrative receiver] of the above company, do

‡ insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
'Debtenture' etc

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

paid or satisfied in [full] [part]

Date and Description of charge 23 March 1990 Fixed and Floating Charge

Date of Registrations 29 March 1990

§ the date of  
registration may be  
confirmed from the  
certificate

Name and address of [chargee] [trustee for the debenture holders] Midland Bank plc of  
Poultry, London EC2P 2BX

Short particulars of property charged all the undertaking, property and assets  
present and future including book debts and uncalled capital

§ 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 Simpson Curtis  
41 Park Square

Declarant to sign below

Leeds LS1 2NS

the 16 day of July  
one thousand nine hundred and ninety two  
before me

K Hodgson

PATRICK GERRARD K.F.I.L.Y. B.A. (Hons.)  
Solicitor  
LEEDS

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths

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

Simpson Curtis  
41 Park Square  
LEEDS LS1 2NS

Ref: NJP.JMT

For official Use  
Mortgage Section

REGISTERED

23 JUL 1992

Post room



**M**

1315-6  
385/A8\*  
**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

18/11

W262C

**395**

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

7A [B] [2]

2404350

Name of company

\* United Automobile Services Limited

\* insert full name  
of company

Date of creation of the charge

11 NOVEMBER 1993

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

Fixed and Floating Charge dated

Amount secured by the mortgage or charge

All monies and liabilities now or at any time hereafter due owing or incurred to the Bank by the Company in any way whatsoever.

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

Midland Bank plc, whose registered office is at Poultry, in the City of London.

Postcode

EC2P 2BX

Presentor's name address and  
reference (if any): FF 1488/LS32

For official Use

Mortgage Section

Post room

**REGISTERED**

17 NOV 1993

COMPANIES  
PR28  
17 NOV 1993  
HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

First Fixed Charge on all book debts and other debts now and from time to time hereafter due owing or incurred to the Company other than such of the said debts as the Bank may have specifically agreed in writing to exclude from such first fixed charge; and all goodwill and and uncalled capital for the time being of the Company; and all patents patent applications inventions trade marks trade names registered designs copyrights know how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Company; and

Floating Charge on all other the Undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being and such of the book debts and other debts referred to above which are not charged under the said first fixed charge (collectively called "the assets") but so that the Company shall not except with the prior written consent of the Bank:

- (a) create or permit to subsist over all or any of the assets any mortgage charge lien pledge or other security ranking in priority to or *pari passu* with the said floating charge; or
- (b) part with sell or dispose of all or except in the ordinary course of the Company's business and for the purpose of carrying on the same any of the assets; or
- (c) deal with its book or other debts or securities for money forming part of the assets otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities.

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*H. S. Walsh*

Date 11 NOVEMBER 1993

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.

FILE COPY



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 11th NOVEMBER 1993  
and created by UNITED AUTOMOBILE SERVICES LIMITED

for securing all moneys now due, or hereafter to become due, or from time  
to time accruing due from the company to MIDLAND BANK plc

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act  
1985, on the 17th NOVEMBER 1993

Given under my hand at the Companies Registration Office,  
Cardiff the 22nd NOVEMBER 1993

No. 2404350

*P. Jones*  
P. JONES

an authorised officer

C.69a

124  
2211  
5-3



Please do not  
write in  
this margin

COMPANIES FORM No. 395

395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

HL

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

To the Registrar of Companies

For official use Company number



2404350

Name of company

\* UNITED AUTOMOBILE SERVICES LIMITED

\*Insert full name  
of company

Date of creation of the charge

31st January 1995

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

Debenture

Amount secured by the mortgage or charge

The payment of all monies and liabilities at or at any time after the date of the Debenture due owing or incurred to the Chargee by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses

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

Midland Bank plc

Poultry

London

Postcode EC2P 2BX

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

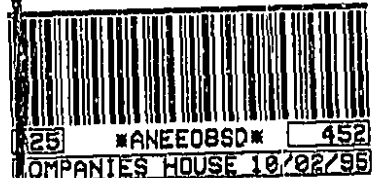
Pinsent & Co  
3 Colmore Circus  
Birmingham B4 6BH  
Ref: LMH 55165 0035 1 DJ

For official use  
Mortgage section

Post room

REGISTERED

10 FEB 1995



Time critical reference



**Short particulars of all the property mortgaged or charged**

- (a) by way of legal mortgage all freehold and leasehold land vested in the Company at the date of the Debenture including in particular (but without prejudice to the generality of the foregoing) the leasehold property known as the first and second floor offices at 5 Finkle Street Richmond, North Yorkshire and comprised in an underlease dated 31st July 1990
- (b) by way of first fixed charge
- (i) all freehold and leasehold land which may in the future become vested in the Company;
- (ii) all interests in freehold or leasehold land or in the proceeds of sale thereof to which the Company may be at or at any time after the date of the Debenture become beneficially entitled;

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

*Pinsent & Co.*

Date

*9th Feb. 1995*

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.

Page 2



The Solicitors Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

1985 Edition

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**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
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Continuation sheet No. 1  
to Forms Nos 395 and 410 (Scott)

Company number

2404350

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

Name of company

UNITED AUTOMOBILE SERVICES LIMITED

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
margin

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

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

[illegible]

(iii) all book debts and other debts at or at any time after the date of the Debenture due owing or incurred to the Company but not including such debts (if any) as the Chargee may from time to time have agreed in writing with the Company shall not be subject to this fixed charge; and

(iv) all goodwill and uncalled capital for the time being of the Company; and

(c) by way of floating charge

(i) all book debts and other debts at or at any time after the date of the Debenture due owing or incurred to the Company which are not for the time being charged to the Chargee by way of fixed charge; and

(ii) all other the undertaking of the Company and all its property whatsoever and wheresoever both present and future

The Company shall not except with the prior written consent of the Chargee:-

- (a) purport to create or permit to subsist over all or any of the debts for the time being charged to the Chargee by way of fixed charge (hereinafter collectively called "the restricted debts") any mortgage charge lien pledge or other security other than the Debenture; or
- (b) release exchange compound set off grant time or indulgence in respect of or in any other manner deal with all or any of the restricted debts save as expressly provided in the Debenture; or
- (c) deal with the book debts or other debts for the time being charged to the Chargee by way of floating charge (hereinafter collectively called "the unrestricted debts") or with any securities for money for the time being forming part of the other property of the Company charged to the Chargee by way of floating charge otherwise than in the ordinary course of getting in and realising the same which course shall not include or extend to the selling or assigning or in any other way factoring or discounting of any of the said debts or securities; or
- (d) create or permit to subsist over all or any of the unrestricted debts or the other property for the time being charged to the Chargee by way of floating charge any mortgage charge lien pledge or other security ranking in priority to or pari passu with the Debenture; or
- (e) part with sell or dispose of all or (except in the ordinary course of the Company's business and for the purpose of carrying on the same) any of the unrestricted debts or the other property for the time being charged to the Chargee by way of floating charge.

Until the Debenture is discharged the Company will:-

- (a) get in and realise the restricted debts in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the debts (until payment to the special account as provided in the Debenture) upon trust for the Chargee;

**Particulars of a mortgage or charge  
(continued)**

Please do not  
write in this  
margin:

Continuation sheet No. 2  
to Forms Nos 395 and 410 (Scot)

Company number

2404350

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

Name of company

UNITED AUTOMOBILE SERVICES LIMITED

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

--

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

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



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

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

- (b) pay the proceeds of such getting in and realisation of the restricted debts into such separate and denominated account with the Chargee (called the "special account" in the Debenture) as the Chargee may require;
- (c) not be entitled to withdraw from the special account all or any monies standing to the credit thereof except with the prior consent of the Chargee.

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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. 02404350

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 31st JANUARY 1995 AND CREATED BY UNITED AUTOMOBILE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MIDLAND BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th FEBRUARY 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 1995.

M. SAHA

for the Registrar of Companies



COMPANIES HOUSE

HC0268

Post  
13/2/95