

# M

## Particulars of a mortgage or charge created by a company registered in Scotland

Pursuant to Section 106A  
of the COMPANIES ACT 1948 (note 1)

# 47

(Scot.)

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write in this  
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For official use

Company Number

21

67046

Name of Company

Park's of Hamilton (Coach Hirers) Limited ✓

Limited

Particulars of a mortgage or charge created by the above-named company

Date and description of the instrument creating or evidencing the mortgage or charge (note 1)

Bond and Floating Charge dated 11th February 1983  
by Park's of Hamilton (Coach Hirers) Limited  
in favour of the Governor and Company of the Bank  
of Scotland

Amount secured by the mortgage or charge

All sums due and to become due to the Governor and  
Company of the Bank of Scotland by Park's of Hamilton (Coach Hirers) Limited

Presenter's name, address, telephone number and  
reference (if any)

Bank of Scotland,  
Law Department,  
110 St. Vincent Street,  
Glasgow, G2 5EJ.

Reference

Telephone: 041-221 7071 Ext.

For official use  
Mortgage Section

Post room

1141

COMPANIES REGISTRATION  
18 FEB 1983  
DEPT

Time Critical reference

Short particulars of all the property mortgaged or charged (For statement as to restriction on power to grant further securities or ranking provisions see note 3)

Please do not write in this binding margin

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

The Whole Assets of the Company

The Instrument contains a clause prohibiting the creation of any fixed security as defined by the Companies (Floating Charges and Receivers) (Scotland) Act 1972 having priority over or ranking equally with this Floating Charge.

Excepting from this prohibition any fixed security which may subsequent to the date of the Bond and Floating Charge be granted by the Company in favour of the Bank which shall have priority over the Floating Charge hereby created.

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND,

Incorporated by Act of Parliament and having their Head Office at

The Mound, Edinburgh

Particulars as to commission, allowance or discount (note 4)

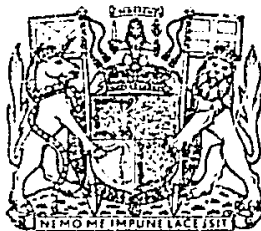
For BANK OF SCOTLAND

Signed: Angus Goldie Date 17 FEB 1983

Designation of position in relation to the company Manager, Law Department.

Bank of Scotland Creditors

- Notes**
1. Section 106A was originally inserted into the Companies Act 1948 by the Companies (Floating Charges) (Scotland) Act, 1961, and subsequently amended by the Companies (Floating Charges & Receivers) (Scotland) Act 1972.
  2. A description of the instrument eg, "Trust Deed", "Debenture", etc, as the case may be, should be given. In the case of an instrument recorded in the General Register of Sasines the date of recording should be given.
  3. In the case of a floating charge a statement of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge and/or (2) 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 which is the subject of the floating charge or any part of it should be given.
  4. In this column 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 subscribing or agreeing to subscribe, whether or conditionally, or 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.
  5. A certified copy of the instrument creating the charge, together with this form must be delivered to the Registrar of Companies within 21 days after the date of the creation of the mortgage or charge. Certified copies of any other documents relevant to the charge should also be delivered.
  6. A copy instrument should be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the Company (Regulation 6 of the Companies (Forms) Regulation 1979, S1 1979 1546 refers)



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

I hereby certify that a charge created on the **11 February 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **the Governor and Company of the Bank of Scotland**  
for securing **all sums due or to become due**

was registered pursuant to section 106A of the Companies Act, 1948, on  
the **18 February 1983**

Given under my hand at Edinburgh the **22 February 1983**

No. **67046/21**

✓ Registrar of Companies

Certificate and instrument received by

.....

.....

Date .....

(A)

# M

## Particulars of a mortgage or charge created by a company registered in Scotland

Pursuant to Section 106A  
of the COMPANIES ACT 1948 (note 1)

# 47

(Scot.)

Please do not  
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For official use

Company Number

Name of Company

23

67046

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

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Particulars of a mortgage or charge created by the above-named company

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Bond and Floating Charge dated 29th March 1983

\*delete  
if  
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ate

Amount secured by the mortgage or charge

All monies which now are and which at any time or times  
hereafter may become due owing or incurred to  
(a) NWS Trust Limited and/or (b) any Company in the  
NWS Group of Companies and/or (c) Renault Loan Limited

*All sums due or to become due*

Presenter's name, address, telephone number and  
reference (if any)

Tods, Murray & Jamieson, W.S.,  
66 Queen Street,  
Edinburgh.

031-226 4771

DCF/JSE/N116-09

For official use  
Mortgage Section

Post Room

- 7 APR 1983

Time Critical reference

Short particulars of all the property mortgaged or charged (For statement as to restriction on power to grant further securities or ranking provisions see note 3)

Please do not write in this binding margin

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

The whole of the property (including uncalled capital) which is or may be from time to time while the Bond and Floating Charge is in force comprised in the Company's property and undertaking but the Company is prohibited from creating over the property charged or any part thereof subsequent to the date of the Bond and Floating Charge any fixed security or any other floating charge (otherwise than in favour of NWS Trust Limited) over the property charged as defined by the Companies (Floating Charges and Receivers) (Scotland) Act 1972 or any statutory modification or re-enactment thereof for the time being in force having priority over or ranking pari passu with the floating charge

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

NWS Trust Limited having its registered office at

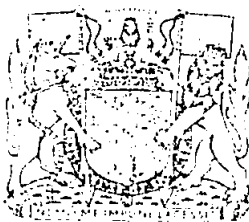
90A George Street, Edinburgh

Particulars as to commission, allowance or discount (note 4)

Signed *John Murray James* Date 5th April 1983

Designation of position in relation to the company Agents for NWS Trust Limited

- Notes**
1. Section 106A was originally inserted into the Companies Act 1948 by the Companies (Floating Charges) (Scotland) Act, 1961, and subsequently amended by the Companies (Floating Charges & Receivers) (Scotland) Act 1972.
  2. A description of the instrument eg, "Trust Deed", "Debenture", etc, as the case may be, should be given. In the case of an instrument recorded in the General Register of Sasines the date of recording should be given.
  3. In the case of a floating charge a statement of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge and/or (2) 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 which is the subject of the floating charge or any part of it should be given.
  4. In this column 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 subscribing or agreeing to subscribe, whether or conditionally, or 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.
  5. A certified copy of the instrument creating the charge, together with this form must be delivered to the Registrar of Companies within 21 days after the date of the creation of the mortgage or charge. Certified copies of any other documents relevant to the charge should also be delivered.
  6. A copy instrument should be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the Company (Regulation 6 of the Companies (Forms) Regulations 1979, SI 1979/1547 refers).



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

I hereby certify that a charge created on the **29 March 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **NWS Trust Limited**  
for securing **all sums due or to become due**

was registered pursuant to section 106A of the Companies Act, 1948, on  
the **7 April 1983**

Given under my hand at Edinburgh the **20 April 1983**

No. **57046/23**

✓ Registrar of Companies

Certificate and instrument received by

Date

(A)

# Particulars of a mortgage or charge created by a company registered in Scotland

Pursuant to Section 106A  
of the COMPANIES ACT 1948 (note 1)

# 47

(Scot.)

Please do not  
write in this  
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For official use

Company Number

24

67046

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

Limited

Particulars of a mortgage or charge created by the above-named company

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Bond and Floating Charge dated 13th April 1983

\*delete  
if  
inappropri-  
ate

Amount secured by the mortgage or charge

All monies which now are and which at any time or times  
hereafter may become due, owing or incurred to North  
West Securities Limited

*All sums due or to become due*

Presenter's name, address, telephone number and  
reference (if any)

Tods Murray & Jamieson, W.S.  
66 Queen Street,  
Edinburgh

031 226 4771

DCF/JSE/N116-09

For official use  
Mortgage Section

Post room

COMPANIES REGISTRATION  
2 APR 1983  
47

Time Critical reference

Short particulars of all the property mortgaged or charged (For statement as to restriction on power to grant further securities or ranking provisions see note 3)

Please do not write in this binding margin

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

The whole of the property (including uncalled capital) which is or may be from time to time while the Bond and Floating Charge is in force comprised in the Company's property and undertaking but the Company is prohibited from creating over the property charged or any part thereof subsequent to the date of the Bond and Floating Charge any fixed security or any other floating charges (otherwise than in favour of North West Securities Limited) over the property charged as defined by the Companies (Floating Charges and Receivers) (Scotland) Act 1972 or any statutory modification or re-enactment thereof for the time being in force having priority over or ranking pari passu with the floating charge

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

North West Securities Limited, having its registered office at North West House, City Road, Chester CH1 3AN.

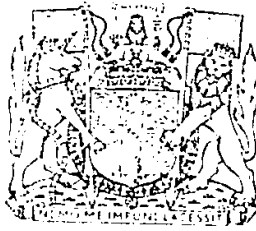
Particulars as to commission, allowance or discount (note 4)

Signed John Murray Jamieson Date 21st April 1983

Designation of position in relation to the company North West Securities Limited

- Notes**
1. Section 106A was originally inserted into the Companies Act 1948 by the Companies (Floating Charges) (Scotland) Act, 1961, and subsequently amended by the Companies (Floating Charges & Receivers) (Scotland) Act 1972.
  2. A description of the instrument eg, "Trust Deed", "Debenture", etc, as the case may be, should be given. In the case of an instrument recorded in the General Register of Sasines the date of recording should be given.
  3. In the case of a floating charge a statement of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge and/or (2) 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 which is the subject of the floating charge or any part of it should be given.
  4. In this column 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 subscribing or agreeing to subscribe, whether or conditionally, or 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.
  5. A certified copy of the instrument creating the charge, together with this form must be delivered to the Registrar of Companies within 21 days after the date of the creation of the mortgage or charge. Certified copies of any other documents relevant to the charge should also be delivered.
  6. A copy instrument should be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the Company (Regulation 6 of the Companies (Forms) Regulations 1979, SI 1979/1547 refers).





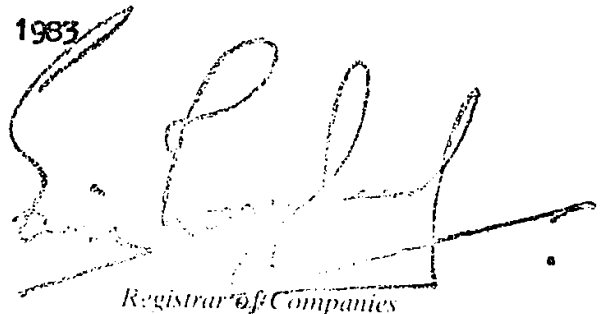
## CERTIFICATE OF THE REGISTRATION OF A CHARGE

I hereby certify that a charge created on the **13 April 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **North West Securities Limited**  
for securing **all sums due or to become due**

was registered pursuant to section 106A of the Companies Act, 1948, on  
the **21 April 1983**

Given under my hand at Edinburgh the **28 April 1983**

No. **67046/24**

  
*Registrar of Companies*

Certificate and instrument received by

Date

(A)

# Particulars of a mortgage or charge created by a company registered in Scotland

Pursuant to Section 106A  
of the COMPANIES ACT 1948 (note 1)

# 47

(Scot.)

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For official use

Company Number

25

67046

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

Particulars of a mortgage or charge created by the above-named company

Date and description of the instrument creating or evidencing the mortgage or charge (note 2)

Bond and Floating Charge dated 13th April 1983

\*delete  
if  
inappropri-  
ate

Amount secured by the mortgage or charge

All monies which now are and which at any time or times  
hereafter may become due, owing or incurred to  
Renault Loan Limited

*All sums due or to become due*

Presenter's name, address, telephone number and  
reference (if any)

Tods Murray & Jamieson, W.S.,  
66 Queen Street,  
Edinburgh,

031 226 4771

DCF/JSE/N116-09

For official use  
Mortgage Section

Post room

Time Critical reference

Short particulars of all the property mortgaged or charged (For statement as to restriction on power to grant further securities or ranking provisions see note 3)

Please do not write in this binding margin



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

The whole of the property (including uncalled capital) which is or may be from time to time while the Bond and Floating Charge is in force comprised in the Company's property and undertaking but the Company is prohibited from creating over the property charged or any part thereof subsequent to the date of the Bond and Floating Charge any fixed security or any other floating charges (otherwise than in favour of Renault Loan Limited) over the property charged as defined by the Companies (Floating Charges and Receivers) (Scotland) Act 1972 or any statutory modification or re-enactment thereof for the time being in force having priority over or ranking pari passu with the floating charge

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

Renault Loan Limited , having its registered office  
at North West House, City Road, Chester, CH1 3AN

Particulars as to commission, allowance or discount (note 4)

Signed John Murray Jamieson Date 21st April 1983

Designation of position in relation to the company Renault Loan Limited

- Notes**
1. Section 106A was originally inserted into the Companies Act 1948 by the Companies (Floating Charges) (Scotland) Act, 1961. and subsequently amended by the Companies (Floating Charges & Receivers) (Scotland) Act 1972.
  2. A description of the instrument eg, "Trust Deed", "Debenture", etc, as the case may be, should be given. In the case of an instrument recorded in the General Register of Sasines the date of recording should be given.
  3. In the case of a floating charge a statement of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge and/or (2) 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 which is the subject of the floating charge or any part of it should be given.
  4. In this column 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 subscribing or agreeing to subscribe, whether or conditionally, or 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.
  5. A certified copy of the instrument creating the charge, together with this form must be delivered to the Registrar of Companies within 21 days after the date of the creation of the mortgage or charge. Certified copies of any other documents relevant to the charge should also be delivered.
  6. A copy instrument should be verified or certified to be a true copy under the seal of the Company or under the hand of some person interested therein otherwise than on behalf of the Company (Regulation 6 of the Companies (Forms) Regulations 1979, SI 1979/1547 refers).



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

I hereby certify that a charge created on the **13 April 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **Renault Loan Limited**  
for securing **all sums due or to become due**

was registered pursuant to section 106A of the Companies Act, 1948, on  
the **21 April 1983**

Given under my hand at Edinburgh the **23 April 1983**

No. **67046/25**

*Registrar of Companies*

Certificate and instrument received by

Date

(A)

**Alteration to a floating charge  
created by a Company registered  
in Scotland**

**4882**

**(Scot.)**

Pursuant to Section 106A of  
THE COMPANIES ACT 1948 (note 1)  
as applied by Section 7 of the Companies  
(Floating Charges and Receivers) (Scotland) Act 1972

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For official use

Company Number

27

67046

Name of Company

**PARK'S OF HAMILTON (COACH HIRERS)**

Limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 2)

Bond and Floating Charge dated 29th March and registered  
in the Company's Register of Charges 7th April 1983 *9-17*

Name(s) of the mortgagees as person(s) entitled to that charge

NWS Trust Limited having its Registered Office at 90A  
George Street, Edinburgh

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

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

Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09

Time Critical reference

For official use  
Mortgage section

Post room

COMPANIES REGISTRATION

14 SEP 1983

47 OFFICE

6156

Names, addresses and descriptions of the persons who have executed the Instrument of alteration (note 3)

See Paper Apart 1

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Date(s) of execution of the instrument of alteration

11th and 30th August and 6th September 1983

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

Not applicable

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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

See Paper Apart 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed

*Tod Murray Jamieson*

Date *14/9/83*

Designation of position in relation to the company Agents for NWS Trust Limited  
North West Securities Limited, Renault Loan Limited.

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568.

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and

The Braedale Garage Limited (registered number 33319)

all having their Registered Office at 41 Bothwell Road, Hamilton,

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh.

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

*7/2/71*



PAPER APART 2

WHEREAS

(FIRST)

(PRIMO) Park's of Hamilton (Holdings) Limited (hereinafter "Park's Holdings") having their Registered Office at 41 Bothwell Road, Hamilton, have granted in favour of the Governor and Company of the Bank of Scotland incorporated by Act of Parliament (hereinafter "the Bank of Scotland") (ONE) a Standard Security over garage premises at Bothwell Road and Caird Street, Hamilton dated 29th July, recorded in the Division of the General Register of Sasines applicable to the County of Lanark 3rd August and registered in the Company's Register of Charges 13th August 1982 (TWO) Standard Securities all dated 29th March, recorded in the said Division of the General Register of Sasines 8th and registered in the Company's Register of Charges 19th April 1983 over subjects 228/232 Hamilton Road, Motherwell, Townhead Garage, Hamilton and Shawhead Garage, Whifflet Street, Coatbridge and (THREE) a Standard Security dated 27th and recorded in the said Division of the General Register of Sasines on 30th June and registered in the Company's Register of Charges on 19th July 1983 over garage premises at 18 Bothwell Road, Hamilton, and

(SECUNDO) the said Park's Holdings and Park's of Hamilton (Crofthead Garage) Limited (hereinafter "Park's Crofthead") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland Standard Securities both dated 29th March, recorded in the Division of the General Register of Sasines on 8th and registered in the Company's Register of Charges for each of the said Companies on 19th April 1983 both over Crofthead Garage, Strathaven (the said Standard Securities hereinbefore referred to (PRIMO) and (SECUNDO) being hereinafter called "the Bank of Scotland's Fixed Securities")

(SECOND) The Braedale Garage Limited (hereinafter "Braedale") having its Registered Office at 41 Bothwell Road, aforesaid, has granted a Bond and Floating Charge in favour of The British Linen Bank dated 12th and registered in the Company's Register of Charges 17th November 1964 which Bond and Floating Charge is now vested in the Bank of Scotland.

(THIRD) /

*Thp*

(THIRD) (Primo) Park's Holdings, Park's of Hamilton (Townhead Garage) Limited (hereinafter Park's Townhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's of Hamilton (Shawhead Garage) Limited (hereinafter Park's Shawhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's Crofthead, Park's of Hamilton (Coach Hirers) Limited (hereinafter "Park's Coach Hirers") having its Registered Office at 41 Bothwell Road, aforesaid and Mackay & Jardine Limited (hereinafter "Mackay & Jardine") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland a Bond and Floating Charge all dated 11th February and registered in the respective Register of Charges for each of the said Companies on 18th February 1983, and

(Secundo) Park's of Hamilton (Car & Van Hire) Limited (hereinafter "Park's Car & Van Hire") having its Registered Office at 41 Bothwell Road aforesaid and Thistle Contract Hire and Leasing Limited (hereinafter "Thistle Contract") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted a Bond and Floating Charge in favour of the Bank of Scotland both dated 17th June and registered in the respective Register of Charges for each Company on 1st July 1983 (which Floating Charges (Primo) and (Secundo) hereinbefore referred to and the said Floating Charge granted by the said Braedale are hereinafter collectively called "the Bank of Scotland's Floating Charges")

(FOURTH) Park's Holdings, Park's Townhead, Park's Shawhead, Park's Crofthead, Park's Car & Van Hire, Park's Coach Hirers, Thistle Contract, Mackay & Jardine and Braedale (hereinafter called "the Companies") have each respectively granted in favour of NWS Trust Limited, having its Registered Office at 90A George Street, Edinburgh (hereinafter "NWS Trust") a Bond and Floating Charge all dated 29th March and registered in the respective Register of Charges for each of the Companies on 7th April 1983 (hereinafter collectively called "NWS Trust's Floating Charges") 74p

(FIFTH) the Companies have each respectively granted in favour of North West Securities Limited (hereinafter "North West Securities") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all/ 74p

all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "North West Securities' Floating Charges") and


(SIXTH) the Companies have each respectively granted in favour of Renault Loan Limited (hereinafter "Renault") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "Renault's Floating Charges")

AND IT IS AGREED between the Companies, the Bank of Scotland, NWS Trust, North West Securities and Renault that notwithstanding the respective dates of creation or registration thereof or of any of the provisions as to ranking contained in any of the Bank of Scotland's Fixed Securities, the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

(One) the Bank of Scotland's Fixed Securities shall in relation to each of the Companies granting such security all rank prior and in preference to the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

(Two) in relation to each of the Companies NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall all rank pari passu each with the other.

(Three) (A) in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall rank prior and in preference to the Bank of Scotland's Floating Charge to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto, and shall rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, but without prejudice to/



to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner of way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied.

- (B) for the avoidance of doubt it is understood that the total aggregate amount of the priority given to NWS Trust and/or North West Securities and/or Renault in terms of all of NWS Trust's Floating Charges and/or all of North West Securities' Floating Charges and/or all of Renault's Floating Charges in terms of Sub-Section (A) of this Clause is restricted to the cumulo extent of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, (hereinafter called the "NWS Group Limited") and
- (C) subject to the overall application of the NWS Group Limited to the priority conferred upon each of NWS Trust's, North West Securities' and Renault's Floating Charges by Sub Clause (A) of this Clause there shall be no limit on the priority conferred individually on any of the NWS Trust's, North West Securities' or Renault's Floating Charges to the intent that upon any of NWS Trust's, North West Securities' and Renault's Floating Charges becoming enforceable NWS Trust, North West Securities and Renault shall be entitled to determine (subject to NWS Group limit and the amount of monies and interest respectively secured by each one of NWS Trust's, North West Securities' and Renault's Floating Charges individually) under which of the NWS Trust's, North West Securities' and Renault's Floating Charges they will realise the monies and interest secured by all of NWS Trust's, North West Securities' and Renault's Floating Charges in priority to the Bank of Scotland's Floating Charges.
- My



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

I hereby certify that particulars of an instrument of alteration dated the  
were registered pursuant to section 106A of the Companies Act, 1948, on the

**6 September 1983**

The instrument relates to a charge created on the **29 March 1983**

**14 September 1983**

by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**

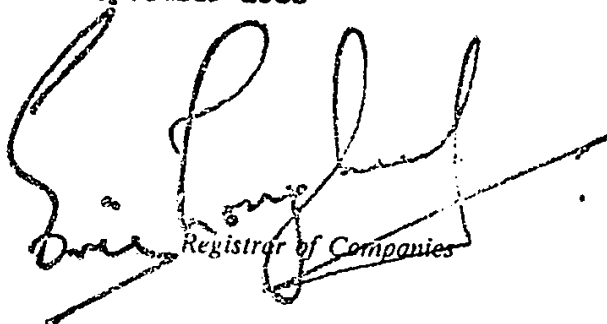
in favour of **M&S Trust Limited**

for securing **all sums due or to become due**

Given under my hand at Edinburgh the

**30 September 1983**

No. **67046/27**

  
Registrar of Companies

Certificate and instrument received by

.....

.....

Date .....

(C)

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

# 48a

(Scot.)

Pursuant to Section 106A of

THE COMPANIES ACT 1948 (note 1)

as applied by Section 7 of the Companies

(Floating Charges and Receivers) (Scotland) Act 1972

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ate

For official use

Company Number

28

67046

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary  
document which has been altered (note 2)

Bond and Floating Charge dated 13th and registered in  
the Company's Register of Charges 21st April 1983

Name(s) of the mortgagees as person(s) entitled to that charge

Renault Loan Limited having its Registered Office at  
North West House, City Road, Chester.

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

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

Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09

Time Critical reference

For official use  
Mortgage section

Post room

6154

COMPANIES REGISTRATION  
14 SEP 1983  
H7 OFFICE

Names, addresses and descriptions of the persons who have executed the instrument of alteration (note 3)

See Paper Apart 1

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Date(s) of execution of the instrument of alteration

11th and 30th August and 6th September 1983

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

Not applicable

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

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See Paper Apart 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed

*Fods, Murray-Jameson*

Date *14/9/83*

Designation of position in relation to the company Agents for NWS Trust Limited,  
North West Securities Limited, Renault Loan Limited.



PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568.

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and

The Braedale Garage Limited (registered number 33319)

all having their Registered Office at 41 Bothwell Road, Hamilton,

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh,

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh.

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

74

PAPER APART 2

WHEREAS

(FIRST) (PRIMO) Park's of Hamilton (Holdings) Limited (hereinafter "Park's Holdings") having their Registered Office at 41 Bothwell Road, Hamilton, have granted in favour of the Governor and Company of the Bank of Scotland incorporated by Act of Parliament (hereinafter "the Bank of Scotland") (ONE) a Standard Security over garage premises at Bothwell Road and Caird Street, Hamilton dated 29th July, recorded in the Division of the General Register of Sasines applicable to the County of Lanark 3rd August and registered in the Company's Register of Charges 13th August 1982 (TWO) Standard Securities all dated 29th March, recorded in the said Division of the General Register of Sasines 8th and registered in the Company's Register of Charges 19th April 1983 over subjects 228/232 Hamilton Road, Motherwell, Townhead Garage, Hamilton and Shawhead Garage, Whifflet Street, Coatbridge and (THREE) a Standard Security dated 27th and recorded in the said Division of the General Register of Sasines on 30th June and registered in the Company's Register of Charges on 19th July 1983 over garage premises at 18 Bothwell Road, Hamilton, and

(SECUNDO) the said Park's Holdings and Park's of Hamilton (Crofthead Garage) Limited (hereinafter "Park's Crofthead") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland Standard Securites both dated 29th March, recorded in the Division of the General Register of Sasines on 8th and registered in the Company's Register of Charges for each of the said Companies on 19th April 1983 both over Crofthead Garage, Strathaven (the said Standard Securities hereinbefore referred to (PRIMO) and (SECUNDO) being hereinafter called "the Bank of Scotland's Fixed Securities")

(SECOND) The Braedale Garage Limited (hereinafter "Braedale") having its Registered Office at 41 Bothwell Road, aforesaid, has granted a Bond and Floating Charge in favour of The British Linen Bank dated 12th and registered in the Company's Register of Charges 17th November 1964 which Bond and Floating Charge is now vested in the Bank of Scotland.

(THIRD) /


747

- (THIRD) (Primo) Park's Holdings, Park's of Hamilton (Townhead Garage) Limited (hereinafter Park's Townhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's of Hamilton (Shawhead Garage) Limited (hereinafter Park's Shawhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's Crofthead, Park's of Hamilton (Coach Hirers) Limited (hereinafter "Park's Coach Hirers") having its Registered Office at 41 Bothwell Road, aforesaid and Mackay & Jardine Limited (hereinafter "Mackay & Jardine") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland a Bond and Floating Charge all dated 11th February and registered in the respective Register of Charges for each of the said Companies on 18th February 1983, and
- (Secundo) Park's of Hamilton (Car & Van Hire) Limited (hereinafter "Park's Car & Van Hire") having its Registered Office at 41 Bothwell Road aforesaid and Thistle Contract Hire and Leasing Limited (hereinafter "Thistle Contract") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted a Bond and Floating Charge in favour of the Bank of Scotland both dated 17th June and registered in the respective Register of Charges for each Company on 1st July 1983 (which Floating Charges (Primo) and (Secundo) hereinbefore referred to and the said Floating Charge granted by the said Braedale are hereinafter collectively called "the Bank of Scotland's Floating Charges")
- (FOURTH) Park's Holdings, Park's Townhead, Park's Shawhead, Park's Crofthead, Park's Car & Van Hire, Park's Coach Hirers, Thistle Contract, Mackay & Jardine and Braedale (hereinafter called "the Companies") have each respectively granted in favour of NWS Trust Limited, having its Registered Office at 90A George Street, Edinburgh (hereinafter "NWS Trust") a Bond and Floating Charge all dated 29th March and registered in the respective Register of Charges for each of the Companies on 7th April 1983 (hereinafter collectively called "NWS Trust's Floating Charges") 947.
- (FIFTH) the Companies have each respectively granted in favour of North West Securities Limited (hereinafter "North West Securities") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all/ 747

all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "North West Securities' Floating Charges") and

- (SIXTH) the Companies have each respectively granted in favour of Renault Loan Limited (hereinafter "Renault") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "Renault's Floating Charges")

AND IT IS AGREED between the Companies, the Bank of Scotland, NWS Trust, North West Securities and Renault that notwithstanding the respective dates of creation or registration thereof or of any of the provisions as to ranking contained in any of the Bank of Scotland's Fixed Securities, the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

- (One) the Bank of Scotland's Fixed Securities shall in relation to each of the Companies granting such security all rank prior and in preference to the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges
- (Two) in relation to each of the Companies NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall all rank pari passu each with the other.
- (Three) (A) in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall rank prior and in preference to the Bank of Scotland's Floating Charge to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto, and shall rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, but without prejudice to/
- 

to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner of way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied.

- (B) for the avoidance of doubt it is understood that the total aggregate amount of the priority given to NWS Trust and/or North West Securities and/or Renault in terms of all of NWS Trust's Floating Charges and/or all of North West Securities' Floating Charges and/or all of Renault's Floating Charges in terms of Sub-Section (A) of this Clause is restricted to the cumulo extent of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, (hereinafter called the "NWS Group Limited") and
- (C) subject to the overall application of the NWS Group Limited to the priority conferred upon each of NWS Trust's, North West Securities' and Renault's Floating Charges by Sub Clause (A) of this Clause there shall be no limit on the priority conferred individually on any of the NWS Trust's, North West Securities' or Renault's Floating Charges to the intent that upon any of NWS Trust's, North West Securities' and Renault's Floating Charges becoming enforceable NWS Trust, North West Securities and Renault shall be entitled to determine (subject to NWS Group limit and the amount of monies and interest respectively secured by each one of NWS Trust's, North West Securities' and Renault's Floating Charges individually) under which of the NWS Trust's, North West Securities' and Renault's Floating Charges they will realise the monies and interest secured by all of NWS Trust's, North West Securities' and Renault's Floating Charges in priority to the Bank of Scotland's Floating Charges.

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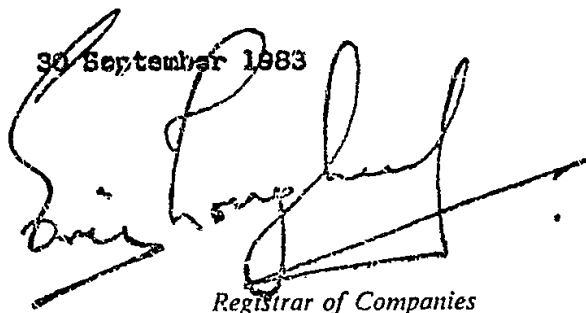


## CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

I hereby certify that particulars of an instrument of alteration dated the **6 September 1983**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **14 September 1983**  
The instrument relates to a charge created on the **13 April 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **Renault Loan Limited**  
for securing **all sums due or to become due**

Given under my hand at Edinburgh the **30 September 1983**

No. **67046/28**



Registrar of Companies

Certificate and instrument received by

.....

.....

Date .....

(C)

**alteration to a floating charge  
created by a Company registered  
in Scotland**

Pursuant to Section 106A of  
THE COMPANIES ACT 1948 (note 1)  
as applied by Section 7 of the Companies  
(Floating Charges and Receivers) (Scotland) Act 1972

**4882**

**(Scot.)**

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For official use

Company Number

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 2)

Bond and Floating Charge dated 13th and registered in  
the Company's Register of Charges 21st April 1983

Name(s) of the mortgagees as person(s) entitled to that charge

North West Securities Limited having its Registered Office  
at North West House, City Road, Chester

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

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

Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09

Time Critical reference

For official use  
Mortgage section

Post room

COMPANIES REGISTRATION

14 SEP 1983

#7 OFFIC.

6155

Names, addresses and descriptions of the persons who have executed the Instrument of alteration (note 3)

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See Paper Apart 1

Date(s) of execution of the instrument of alteration

11th and 30th August and 6th September 1983

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

Not applicable



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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

See Paper Apart 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed Gods Murray Jamieson Date 14/9/83

Designation of position in relation to the company Agents for NWS Trust Limited  
North West Securities Limited, Renault Loan Limited.

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568).

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and The Braedale Garage Limited (registered number 33319) all having their Registered Office at 41 Bothwell Road, Hamilton.

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh,

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

7-f

PAPER APART 2

WHEREAS

(FIRST)

(PRIMO) Park's of Hamilton (Holdings) Limited (hereinafter "Park's Holdings") having their Registered Office at 41 Bothwell Road, Hamilton, have granted in favour of the Governor and Company of the Bank of Scotland incorporated by Act of Parliament (hereinafter "the Bank of Scotland") (ONE) a Standard Security over garage premises at Bothwell Road and Caird Street, Hamilton dated 29th July, recorded in the Division of the General Register of Sasines applicable to the County of Lanark 3rd August and registered in the Company's Register of Charges 13th August 1982 (TWO) Standard Securities all dated 29th March, recorded in the said Division of the General Register of Sasines 8th and registered in the Company's Register of Charges 19th April 1983 over subjects 228/232 Hamilton Road, Motherwell, Townhead Garage, Hamilton and Shawhead Garage, Whifflet Street, Coatbridge and (THREE) a Standard Security dated 27th and recorded in the said Division of the General Register of Sasines on 30th June and registered in the Company's Register of Charges on 19th July 1983 over garage premises at 18 Bothwell Road, Hamilton, and

(SECUNDO) the said Park's Holdings and Park's of Hamilton (Crofthead Garage) Limited (hereinafter "Park's Crofthead") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland Standard Securities both dated 29th March, recorded in the Division of the General Register of Sasines on 8th and registered in the Company's Register of Charges for each of the said Companies on 19th April 1983 both over Crofthead Garage, Strathaven (the said Standard Securities hereinbefore referred to (PRIMO) and (SECUNDO) being hereinafter called "the Bank of Scotland's Fixed Securities")

(SECOND)

The Braedale Garage Limited (hereinafter "Braedale") having its Registered Office at 41 Bothwell Road, aforesaid, has granted a Bond and Floating Charge in favour of The British Linen Bank dated 12th and registered in the Company's Register of Charges 17th November 1964 which Bond and Floating Charge is now vested in the Bank of Scotland.

(THIRD) /

74

(THIRD) (Primo) Park's Holdings, Park's of Hamilton (Townhead Garage) Limited (hereinafter Park's Townhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's of Hamilton (Shawhead Garage) Limited (hereinafter Park's Shawhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's Crofthead, Park's of Hamilton (Coach Hirers) Limited (hereinafter "Park's Coach Hirers") having its Registered Office at 41 Bothwell Road, aforesaid and Mackay & Jardine Limited (hereinafter "Mackay & Jardine") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland a Bond and Floating Charge all dated 11th February and registered in the respective Register of Charges for each of the said Companies on 18th February 1983, and

(Secundo) Park's of Hamilton (Car & Van Hire) Limited (hereinafter "Park's Car & Van Hire") having its Registered Office at 41 Bothwell Road aforesaid and Thistle Contract Hire and Leasing Limited (hereinafter "Thistle Contract") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted a Bond and Floating Charge in favour of the Bank of Scotland both dated 17th June and registered in the respective Register of Charges for each Company on 1st July 1983 (which Floating Charges (Primo) and (Secundo) hereinbefore referred to and the said Floating Charge granted by the said Braedale are hereinafter collectively called "the Bank of Scotland's Floating Charges")

(FOURTH) Park's Holdings, Park's Townhead, Park's Shawhead, Park's Crofthead, Park's Car & Van Hire, Park's Coach Hirers, Thistle Contract, Mackay & Jardine and Braedale (hereinafter called "the Companies") have each respectively granted in favour of NWS Trust Limited, having its Registered Office at 90A George Street, Edinburgh (hereinafter "NWS Trust") a Bond and Floating Charge all dated 29th March and registered in the respective Register of Charges for each of the Companies on 7th April 1983 (hereinafter collectively called "NWS Trust's Floating Charges") 117

(FIFTH) the Companies have each respectively granted in favour of North West Securities Limited (hereinafter "North West Securities") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all/ 74p

all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "North West Securities' Floating Charges") and

(SIXTH) the Companies have each respectively granted in favour of Renault Loan Limited (hereinafter "Renault") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "Renault's Floating Charges")

AND IT IS AGREED between the Companies, the Bank of Scotland, NWS Trust, North West Securities and Renault that notwithstanding the respective dates of creation or registration thereof or of any of the provisions as to ranking contained in any of the Bank of Scotland's Fixed Securities, the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

(One) the Bank of Scotland's Fixed Securities shall in relation to each of the Companies granting such security all rank prior and in preference to the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

(Two) in relation to each of the Companies NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall all rank pari passu each with the other.

(Three) (A) in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall rank prior and in preference to the Bank of Scotland's Floating Charge to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto, and shall rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, but without prejudice to/

74

to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner or way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied.

- (B) for the avoidance of doubt it is understood that the total aggregate amount of the priority given to NWS Trust and/or North West Securities and/or Renault in terms of all of NWS Trust's Floating Charges and/or all of North West Securities' Floating Charges and/or all of Renault's Floating Charges in terms of Sub-Section (A) of this Clause is restricted to the cumulo extent of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, (hereinafter called the "NWS Group Limited") and
- (C) subject to the overall application of the NWS Group Limited to the priority conferred upon each of NWS Trust's, North West Securities' and Renault's Floating Charges by Sub Clause (A) of this Clause there shall be no limit on the priority conferred individually on any of the NWS Trust's, North West Securities' or Renault's Floating Charges to the intent that upon any of NWS Trust's, North West Securities' and Renault's Floating Charges becoming enforceable NWS Trust, North West Securities and Renault shall be entitled to determine (subject to NWS Group limit and the amount of monies and interest respectively secured by each one of NWS Trust's, North West Securities' and Renault's Floating Charges individually) under which of the NWS Trust's, North West Securities' and Renault's Floating Charges they will realise the monies and interest secured by all of NWS Trust's, North West Securities' and Renault's Floating Charges in priority to the Bank of Scotland's Floating Charges.
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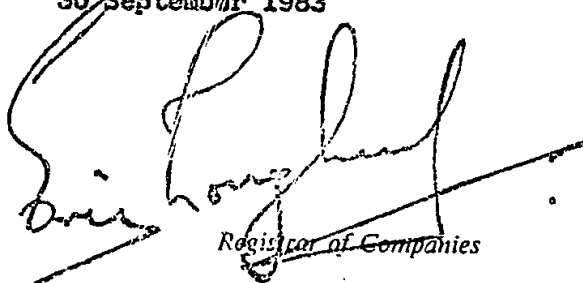


## CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

I hereby certify that particulars of an instrument of alteration dated the **6 September 1983**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **14 September 1983**  
The instrument relates to a charge created on the **13 April 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **North West Securities Limited**  
for securing **all sums due or to become due**

Given under my hand at Edinburgh the **30 September 1983**

No. **67046/29**

  
Registrar of Companies

Certificate and instrument received by

.....

.....

Date .....

(C)

**alteration to a floating charge  
created by a Company registered  
in Scotland**

**482**

**(Scot.)**

Pursuant to Section 106A of  
THE COMPANIES ACT 1948 (note 1)  
as applied by Section 7 of the Companies  
(Floating Charges and Receivers) (Scotland) Act 1972

For official use

Company Number

310

67046

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 2)

Bond and Floating Charge dated 11th and registered in  
the Company's Register of Charges 18th February 1983

Name(s) of the mortgagees as person(s) entitled to that charge

the Governor and Company of the Bank of Scotland  
incorporated by Act of Parliament and having its Head  
Office at The Mound, Edinburgh

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

Presenter's name, address, telephone  
number and reference: (if any)  
Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09

Time Critical reference

For official use  
Mortgage section

6157

Post room

COMPANIES REGISTRATION

14 SEP 1983

#7 OFFICE



Names, addresses and descriptions of the persons who have executed the Instrument of alteration (note 3)

See Paper Apart 1

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lettering

Date(s) of execution of the instrument of alteration

11th and 30th August and 6th September 1983

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

Not applicable

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in black  
type or  
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black  
lettering

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

See Paper Apart 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed

*Eds. Murray Jamieson*

Date *14/7/83*

Designation of position in relation to the company Agents for NWS Trust Limited,  
North West Securities Limited, Renault Loan Limited

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568).

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and

The Braedale Garage Limited (registered number 33319)

all having their Registered Office at 41 Bothwell Road, Hamilton,

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh.

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

749

PAPER APART 2

WHEREAS

(FIRST) (PRIMO) Park's of Hamilton (Holdings) Limited (hereinafter "Park's Holdings") having their Registered Office at 41 Bothwell Road, Hamilton, have granted in favour of the Governor and Company of the Bank of Scotland incorporated by Act of Parliament (hereinafter "the Bank of Scotland") (ONE) a Standard Security over garage premises at Bothwell Road and Caird Street, Hamilton dated 29th July, recorded in the Division of the General Register of Sasines applicable to the County of Lanark 3rd August and registered in the Company's Register of Charges 13th August 1982 (TWO) Standard Securities all dated 29th March, recorded in the said Division of the General Register of Sasines 8th and registered in the Company's Register of Charges 19th April 1983 over subjects 228/232 Hamilton Road, Motherwell, Townhead Garage, Hamilton and Shawhead Garage, Whifflet Street, Coatbridge and (THREE) a Standard Security dated 27th and recorded in the said Division of the General Register of Sasines on 30th June and registered in the Company's Register of Charges on 19th July 1983 over garage premises at 18 Bothwell Road, Hamilton, and

(SECUNDO) the said Park's Holdings and Park's of Hamilton (Crofthead Garage) Limited (hereinafter "Park's Crofthead") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland Standard Securities both dated 29th March, recorded in the Division of the General Register of Sasines on 8th and registered in the Company's Register of Charges for each of the said Companies on 19th April 1983 both over Crofthead Garage, Strathaven (the said Standard Securities hereinbefore referred to (PRIMO) and (SECUNDO) being hereinafter called "the Bank of Scotland's Fixed Securities")

(SECOND) The Braedale Garage Limited (hereinafter "Braedale") having its Registered Office at 41 Bothwell Road, aforesaid, has granted a Bond and Floating Charge in favour of The British Linen Bank dated 12th and registered in the Company's Register of Charges 17th November 1964 which Bond and Floating Charge is now vested in the Bank of Scotland.

(THIRD) /

747

(THIRD) (Primo) Park's Holdings, Park's of Hamilton (Townhead Garage) Limited (hereinafter Park's Townhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's of Hamilton (Shawhead Garage) Limited (hereinafter Park's Shawhead") having its Registered Office at 41 Bothwell Road, aforesaid, Park's Crofthead, Park's of Hamilton (Coach Hirers) Limited (hereinafter "Park's Coach Hirers") having its Registered Office at 41 Bothwell Road, aforesaid and Mackay & Jardine Limited (hereinafter "Mackay & Jardine") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted in favour of the Bank of Scotland a Bond and Floating Charge all dated 11th February and registered in the respective Register of Charges for each of the said Companies on 18th February 1983, and

(Secundo) Park's of Hamilton (Car & Van Hire) Limited (hereinafter "Park's Car & Van Hire") having its Registered Office at 41 Bothwell Road aforesaid and Thistle Contract Hire and Leasing Limited (hereinafter "Thistle Contract") having its Registered Office at 41 Bothwell Road, aforesaid, have each granted a Bond and Floating Charge in favour of the Bank of Scotland both dated 17th June and registered in the respective Register of Charges for each Company on 1st July 1983 (which Floating Charges (Primo) and (Secundo) hereinbefore referred to and the said Floating Charge granted by the said Braedale are hereinafter collectively called "the Bank of Scotland's Floating Charges")

(FOURTH) Park's Holdings, Park's Townhead, Park's Shawhead, Park's Crofthead, Park's Car & Van Hire, Park's Coach Hirers, Thistle Contract, Mackay & Jardine and Braedale (hereinafter called "the Companies") have each respectively granted in favour of NWS Trust Limited, having its Registered Office at 90A George Street, Edinburgh (hereinafter "NWS Trust") a Bond and Floating Charge all dated 29th March and registered in the respective Register of Charges for each of the Companies on 7th April 1983 (hereinafter collectively called "NWS Trust's Floating Charges") 917

(FIFTH) the Companies have each respectively granted in favour of North West Securities Limited (hereinafter "North West Securities") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all/ 74p

all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "North West Securities' Floating Charges") and

(SIXTH) the Companies have each respectively granted in favour of Renault Loan Limited (hereinafter "Renault") having its Registered Office at North West House, City Road, Chester, a Bond and Floating Charge all dated 13th and registered in the respective Register of Charges for each of the Companies on 21st April 1983 (hereinafter collectively called "Renault's Floating Charges")

AND IT IS AGREED between the Companies, the Bank of Scotland, NWS Trust, North West Securities and Renault that notwithstanding the respective dates of creation or registration thereof or of any of the provisions as to ranking contained in any of the Bank of Scotland's Fixed Securities, the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

(One) the Bank of Scotland's Fixed Securities shall in relation to each of the Companies granting such security all rank prior and in preference to the Bank of Scotland's Floating Charges, NWS Trust's Floating Charges, North West Securities' Floating Charges and Renault's Floating Charges

(Two) in relation to each of the Companies NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall all rank pari passu each with the other.

(Three) (A) in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge shall rank prior and in preference to the Bank of Scotland's Floating Charge to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto, and shall rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, but without prejudice to/

747

to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner of way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied.

- (B) for the avoidance of doubt it is understood that the total aggregate amount of the priority given to NWS Trust and/or North West Securities and/or Renault in terms of all of NWS Trust's Floating Charges and/or all of North West Securities' Floating Charges and/or all of Renault's Floating Charges in terms of Sub-Section (A) of this Clause is restricted to the cumulo extent of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon, (hereinafter called the "NWS Group Limited") and
- (C) subject to the overall application of the NWS Group Limited to the priority conferred upon each of NWS Trust's, North West Securities' and Renault's Floating Charges by Sub Clause (A) of this Clause there shall be no limit on the priority conferred individually on any of the NWS Trust's, North West Securities' or Renault's Floating Charges to the intent that upon any of NWS Trust's, North West Securities' and Renault's Floating Charges becoming enforceable NWS Trust, North West Securities and Renault shall be entitled to determine (subject to NWS Group limit and the amount of monies and interest respectively secured by each one of NWS Trust's, North West Securities' and Renault's Floating Charges individually) under which of the NWS Trust's, North West Securities' and Renault's Floating Charges they will realise the monies and interest secured by all of NWS Trust's, North West Securities' and Renault's Floating Charges in priority to the Bank of Scotland's Floating Charges.
- 7/4/



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

I hereby certify that particulars of an instrument of alteration dated the **6 September 1983**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **14 September 1983**

The instrument relates to a charge created on the **11 February 1983**

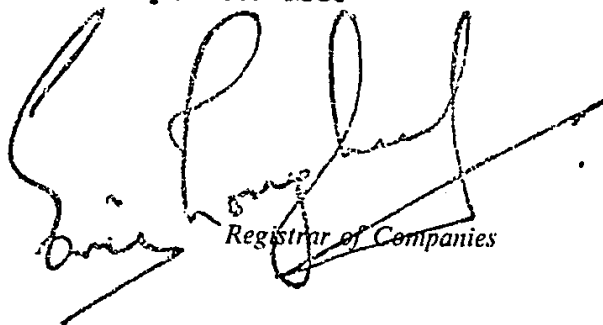
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**

in favour of **the Governor and Company of the Bank of Scotland**

for securing **all sums due or to become due**

Given under my hand at Edinburgh the **30 September 1983**

No. **67046/30**



Registrar of Companies

Certificate and instrument received by

.....

.....

Date .....

(C)



**Registration of a floating charge  
created by a Company registered  
in Scotland**

**4882**

**(Scot.)**

Pursuant to Section 106A of  
THE COMPANIES ACT 1948 (note 1)  
as applied by Section 7 of the Companies  
(Floating Charges and Receivers) (Scotland) Act 1972

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For official use

Company Number

Name of Company

34

67046

**PARK'S OF HAMILTON (COACH HIRERS)**

Limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary  
document which has been altered (note 2)

**Bond and Floating Charge dated 29th March and registered  
in the Company's Register of Charges 7th April 1983**

Name(s) of the mortgagees as person(s) entitled to that charge

**NWS Trust Limited having its Registered Office at 90A  
George Street, Edinburgh**

Short particulars of all the property charged

**the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company**

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

**Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09**

Time Critical reference

For official use  
Mortgage section

Post room

**2665**

**10 APR 1984**  
**47** OFFICE

Names, addresses and descriptions of the persons who have executed the Instrument of alteration (note 3)

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See Paper Apart 1

Date(s) of execution of the instrument of alteration

15th February and 12th and 27th March 1984

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

Not applicable

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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

See Paper Aprt 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed

*Ed Murray-Jameson*

Date 10-4-84

Designation of position in relation to the company Agents for NWS Trust Limited,  
North West Securities Limited, Renault Loan Limited

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568).

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and

The Braedale Garage Limited (registered number 33319)

all having their Registered Office at 41 Bothwell Road, Hamilton.

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh.

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

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PAPER APART

WHEREAS Park's of Hamilton (Holdings) Limited (Registered Number 66568), Park's of Hamilton (Townhead Garage) Limited (Registered Number 61896), Park's of Hamilton (Shawhead Garage) Limited (Registered Number 66109), Park's of Hamilton (Crofthead Garage) Limited (Registered Number 63779) Park's of Hamilton (Car & Van Hire) Limited (Registered Number 64232), Park's of Hamilton (Coach Hirers) Limited (Registered Number 67046), Thistle Contract Hire and Leasing Limited (Registered Number 67312), MacKay & Jardine Limited (Registered Number 8977), and The Braedale Garage Limited (Registered Number 33319) all incorporated under the Companies Acts and having their Registered Office at 41 Bothwell Road, Hamilton (hereinafter where not specifically named called "the Companies"), the Governor and Company of the Bank of Scotland incorporated by Act of Parliament having its Head Office at The Mound, Edinburgh (hereinafter called "the Bank of Scotland"), NWS Trust Limited incorporated under the Companies Acts and having its Registered Office at 90a George Street, Edinburgh (hereinafter called "NWS Trust"), North West Securities Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "North West Securities") and Renault Loan Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "Renault") have entered into a Minute of Agreement dated Eleventh and Thirtieth August and Sixth September and registered in the respective Registers of Charges applicable to each of the Companies on the Fourteenth day of September all in the year Nineteen hundred and eighty three which Minute of Agreement regulates the ranking of certain Standard Securities and also of the following Bonds and Floating Charges granted by the Companies respectively in favour of the Bank of Scotland, NWS Trust, North West Securities and Renault, namely:-

(One)

Bond and Floating Charge granted by The Braedale Garage Limited in favour of the British Linen Bank incorporated by Royal Charter dated the Twelfth day of November, Nineteen hundred and sixty four and registered in the Company's Register of Charges on Seventeenth November, Nineteen hundred and sixty four and to which Floating Charge the Bank of Scotland now have right conform to Bank of Scotland Order 1970 confirmed by the Bank of Scotland Order Confirmation Act 1970 under which the Bank of Scotland acquired the whole undertaking and assets of the said The British Linen Bank

(Two)

Bonds and Floating Charges granted by each of the said Park's of Hamilton (Holdings) Limited, Park's of Hamilton (Townhead Garage) Limited, Park's of Hamilton (Shawhead Garage) Limited, Park's of Hamilton (Crofthead Garage) Limited, Park's of Hamilton (Coach Hirers) Limited and Mackay & Jardine Limited in favour of the Bank of Scotland all dated the Eleventh and registered in the respective Register of Charges for each of the Companies on the Eighteenth both days of February all in the year Nineteen hundred and eighty three

(Three) /

747

- (Three) Bond and Floating Charge granted by each of the said Park's of Hamilton (Car & Van Hire) Limited and Thistle Contract Hire and Leasing Limited in favour of the Bank of Scotland both dated the Seventeenth day of June and registered in the respective Register of Charges for each of the Companies on the First day of July all in the year Nineteen hundred and eighty three (which Floating Charges (One), (Two) and (Three) hereinbefore referred to are so defined in the said Minute of Agreement and are hereinafter collectively called "the Bank of Scotland's Floating Charges")
- (Four) Bonds and Floating Charges granted by each of the Companies in favour of NWS Trust all dated the Twenty Ninth day of March and registered in the respective Register of Charges for each of the Companies on the Seventh day of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "NWS Trust's Floating Charges")
- (Five) Bonds and Floating Charges granted by each of the Companies in favour of North West Securities all dated the Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "North West Securities' Floating Charges"), and
- (Six) Bonds and Floating Charges granted by each of the Companies in favour of Renault all dated Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "Renault's Floating Charges")

AND WHEREAS it was provided inter alia that in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge (all defined in the said Minute of Agreement) in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault shall rank prior and in preference to the Bank of Scotland's Floating Charge (also defined in the said Minute of Agreement) in respect of all monies due or to become due to the Bank of Scotland to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto and should rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon but without prejudice to/

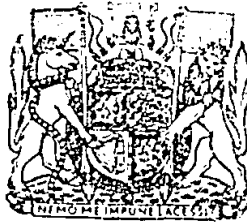
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to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner of way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied and otherwise as more fully set forth in terms of the said Minute of Agreement.

THEREFORE the parties have AGREED that the priority of ranking and preference to be given to each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault in relation to the Bank of Scotland's Floating Charge in respect of all monies due or to become due to the Bank of Scotland shall be increased from ONE MILLION POUNDS (£1,000,000) to ONE MILLION ONE HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) and that the ranking provisions as set out in the said Minute of Agreement shall be read and construed as if the said sum of ONE MILLION HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) shall have been substituted for the said sum of ONE MILLION POUNDS (£1,000,000) on each occasion where the lastmentioned figure occurs

*Edw. Murray-Jameson*

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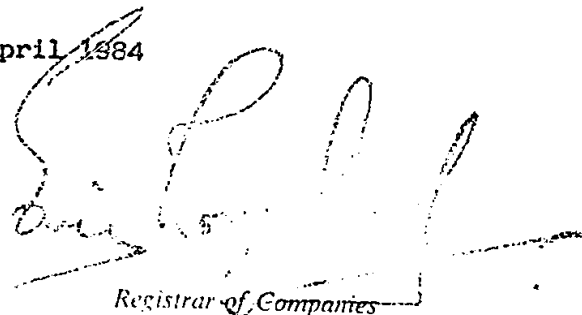


## CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

I hereby certify that particulars of an instrument of alteration dated the **27 March 1984**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **10 April 1984**  
The instrument relates to a charge created on the **29 March 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **NWS Trust Limited**  
for securing **all sums due or to become due**

Given under my hand at Edinburgh the **25 April 1984**

No. **67046/34**



Registrar of Companies

Certificate and instrument received by

Date

(C)



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

**48a**

(Scot.)

Pursuant to Section 106A of

THE COMPANIES ACT 1948 (note 1)

as applied by Section 7 of the Companies

(Floating Charges and Receivers) (Scotland) Act 1972

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For official use

Company Number

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 2)

Bond and Floating Charge dated 11th and registered in  
the Company's Register of Charges 18th February 1983

Name(s) of the mortgagees as person(s) entitled to that charge

the Governor and Company of the Bank of Scotland  
incorporated by Act of Parliament and having its Head  
Office at The Mound, Edinburgh

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

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

Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-05

Time Critical reference

For official use  
Mortgage section

Post room

2666

11 APR 1984  
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Names, addresses and descriptions of the persons who have executed the Instrument of alteration (note 3)

See Paper Apart 1

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Date(s) of execution of the instrument of alteration

15th February and 12th and 27th March 1984

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

Not applicable

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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

See Paper Aprt 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed Edw. Murray Jamieson Date 10-4-84

Designation of position in relation to the company Agents for NWS Trust Limited,  
North West Securities Limited, Renault Loan Limited

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568).

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and  
The Braedale Garage Limited (registered number 33319)  
all having their Registered Office at 41 Bothwell Road,  
Hamilton.

The Governor and Company of the Bank of Scotland,  
incorporated by Act of Parliament and having its Head  
Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A  
George Street, Edinburgh.

North West Securities Limited having its Registered  
Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at  
North West House, City Road, Chester.

741

PAPER APART

WHEREAS Park's of Hamilton (Holdings) Limited (Registered Number 66568), Park's of Hamilton (Townhead Garage) Limited (Registered Number 61896), Park's of Hamilton (Shawhead Garage) Limited (Registered Number 66109), Park's of Hamilton (Crofthead Garage) Limited (Registered Number 63779) Park's of Hamilton (Car & Van Hire) Limited (Registered Number 64232), Park's of Hamilton (Coach Hirers) Limited (Registered Number 67046), Thistle Contract Hire and Leasing Limited (Registered Number 67312), MacKay & Jardine Limited (Registered Number 8977), and The Braedale Garage Limited (Registered Number 33319) all incorporated under the Companies Acts and having their Registered Office at 41 Bothwell Road, Hamilton (hereinafter where not specifically named called "the Companies"), the Governor and Company of the Bank of Scotland incorporated by Act of Parliament having its Head Office at The Mound, Edinburgh (hereinafter called "the Bank of Scotland"), NWS Trust Limited incorporated under the Companies Acts and having its Registered Office at 90a George Street, Edinburgh (hereinafter called "NWS Trust"), North West Securities Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "North West Securities") and Renault Loan Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "Renault") have entered into a Minute of Agreement dated Eleventh and Thirtieth August and Sixth September and registered in the respective Registers of Charges applicable to each of the Companies on the Fourteenth day of September all in the year Nineteen hundred and eighty three which Minute of Agreement regulates the ranking of certain Standard Securities and also of the following Bonds and Floating Charges granted by the Companies respectively in favour of the Bank of Scotland, NWS Trust, North West Securities and Renault, namely:-

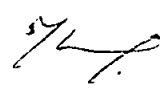
(One)

Bond and Floating Charge granted by The Braedale Garage Limited in favour of the British Linen Bank incorporated by Royal Charter dated the Twelfth day of November, Nineteen hundred and sixty four and registered in the Company's Register of Charges on Seventeenth November, Nineteen hundred and sixty four and to which Floating Charge the Bank of Scotland now have right conform to Bank of Scotland Order 1970 confirmed by the Bank of Scotland Order Confirmation Act 1970 under which the Bank of Scotland acquired the whole undertaking and assets of the said The British Linen Bank

(Two)

Bonds and Floating Charges granted by each of the said Park's of Hamilton (Holdings) Limited, Park's of Hamilton (Townhead Garage) Limited, Park's of Hamilton (Shawhead Garage) Limited, Park's of Hamilton (Crofthead Garage) Limited, Park's of Hamilton (Coach Hirers) Limited and Mackay & Jardine Limited in favour of the Bank of Scotland all dated the Eleventh and registered in the respective Register of Charges for each of the Companies on the Eighteenth both days of February all in the year Nineteen hundred and eighty three

(Three) /



- (Three) Bond and Floating Charge granted by each of the said Park's of Hamilton (Car & Van Hire) Limited and Thistle Contract Hire and Leasing Limited in favour of the Bank of Scotland both dated the Seventeenth day of June and registered in the respective Register of Charges for each of the Companies on the First day of July all in the year Nineteen hundred and eighty three (which Floating Charges (One), (Two) and (Three) hereinbefore referred to are so defined in the said Minute of Agreement and are hereinafter collectively called "the Bank of Scotland's Floating Charges")
- (Four) Bonds and Floating Charges granted by each of the Companies in favour of NWS Trust all dated the Twenty Ninth day of March and registered in the respective Register of Charges for each of the Companies on the Seventh day of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "NWS Trust's Floating Charges")
- (Five) Bonds and Floating Charges granted by each of the Companies in favour of North West Securities all dated the Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "North West Securities' Floating Charges"), and
- (Six) Bonds and Floating Charges granted by each of the Companies in favour of Renault all dated Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "Renault's Floating Charges")

AND WHEREAS it was provided inter alia that in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge (all defined in the said Minute of Agreement) in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault shall rank prior and in preference to the Bank of Scotland's Floating Charge (also defined in the said Minute of Agreement) in respect of all monies due or to become due to the Bank of Scotland to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto and should rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon but without prejudice to/

74

to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner of way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied and otherwise as more fully set forth in terms of the said Minute of Agreement.

THEREFORE the parties have AGREED that the priority of ranking and preference to be given to each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault in relation to the Bank of Scotland's Floating Charge in respect of all monies due or to become due to the Bank of Scotland shall be increased from ONE MILLION POUNDS (£1,000,000) to ONE MILLION ONE HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) and that the ranking provisions as set out in the said Minute of Agreement shall be read and construed as if the said sum of ONE MILLION HUNDRED HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) shall have been substituted for the said sum of ONE MILLION POUNDS (£1,000,000) on each occasion where the lastmentioned figure occurs

*Eds. Murray Jamieson*

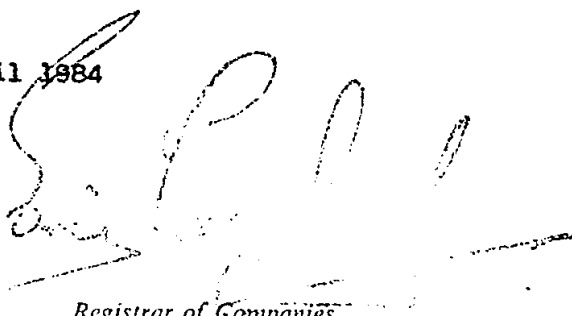


## CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

I hereby certify that particulars of an instrument of alteration dated the **27 March 1984**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **10 April 1984**  
The instrument relates to a charge created on the **11 February 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **the Governor and Company of the Bank of Scotland**  
for securing **all sums due or to become due**

Given under my hand at Edinburgh the **25 April 1984**

No. **67046/35**

  
Registrar of Companies

Certificate and instrument received by

Date

(C)



# THE COMPANIES ACTS 1948 TO 1976

Form 48a (Scot)

## Particulars of an instrument of alteration to a floating charge created by a Company registered in Scotland

# 48a

(Scot.)

Pursuant to Section 106A of  
THE COMPANIES ACT 1948 (note 1)  
as applied by Section 7 of the Companies  
(Floating Charges and Receivers) (Scotland) Act 1972

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For official use

Company Number

Name of Company

36

67046

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

Date and description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 2)

Bond and Floating Charge dated 13th and registered in  
the Company's Register of Charges 21st April 1983

Name(s) of the mortgagees as person(s) entitled to that charge

North West Securities Limited having its Registered Office  
at North West House, City Road, Chester

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

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

Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09

For official use  
Mortgage section

2667

Post room

Time Critical reference

Names, addresses and descriptions of the persons who have executed the Instrument of alteration (note 3)

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See Paper Apart 1

Date(s) of execution of the instrument of alteration

15th February and 12th and 27th March 1984

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

Not applicable

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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

see Paper Aprt 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed

Eds. Murray & Jamieson

Date 10-4-84

Designation of position in relation to the company Agents for NWS Trust Limited,  
North West Securities Limited, Renault Loan Limited

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568.

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and The Braedale Garage Limited (registered number 33319) all having their Registered Office at 41 Bothwell Road, Hamilton,

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh.

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

*7/2/1*

PAPER APART

WHEREAS Park's of Hamilton (Holdings) Limited (Registered Number 66568), Park's of Hamilton (Townhead Garage) Limited (Registered Number 61896), Park's of Hamilton (Shawhead Garage) Limited (Registered Number 66109), Park's of Hamilton (Crofthead Garage) Limited (Registered Number 63779) Park's of Hamilton (Car & Van Hire) Limited (Registered Number 64232), Park's of Hamilton (Coach Hirers) Limited (Registered Number 67046), Thistle Contract Hire and Leasing Limited (Registered Number 67312), MacKay & Jardine Limited (Registered Number 8977), and The Braedale Garage Limited (Registered Number 33319) all incorporated under the Companies Acts and having their Registered Office at 41 Bothwell Road, Hamilton (hereinafter where not specifically named called "the Companies"), the Governor and Company of the Bank of Scotland incorporated by Act of Parliament having its Head Office at The Mound, Edinburgh (hereinafter called "the Bank of Scotland"), NWS Trust Limited incorporated under the Companies Acts and having its Registered Office at 90a George Street, Edinburgh (hereinafter called "NWS Trust"), North West Securities Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "North West Securities") and Renault Loan Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "Renault") have entered into a Minute of Agreement dated Eleventh and Thirtieth August and Sixth September and registered in the respective Registers of Charges applicable to each of the Companies on the Fourteenth day of September all in the year Nineteen hundred and eighty three which Minute of Agreement regulates the ranking of certain Standard Securities and also of the following Bonds and Floating Charges granted by the Companies respectively in favour of the Bank of Scotland, NWS Trust, North West Securities and Renault, namely:-

(One) Bond and Floating Charge granted by The Braedale Garage Limited in favour of the British Linen Bank incorporated by Royal Charter dated the Twelfth day of November, Nineteen hundred and sixty four and registered in the Company's Register of Charges on Seventeenth November, Nineteen hundred and sixty four and to which Floating Charge the Bank of Scotland now have right conform to Bank of Scotland Order 1970 confirmed by the Bank of Scotland Order Confirmation Act 1970 under which the Bank of Scotland acquired the whole undertaking and assets of the said The British Linen Bank

(Two) Bonds and Floating Charges granted by each of the said Park's of Hamilton (Holdings) Limited, Park's of Hamilton (Townhead Garage) Limited, Park's of Hamilton (Shawhead Garage) Limited, Park's of Hamilton (Crofthead Garage) Limited, Park's of Hamilton (Coach Hirers) Limited and Mackay & Jardine Limited in favour of the Bank of Scotland all dated the Eleventh and registered in the respective Register of Charges for each of the Companies on the Eighteenth both days of February all in the year Nineteen hundred and eighty three

(Three) /

74

- (Three) Bond and Floating Charge granted by each of the said Park's of Hamilton (Car & Van Hire) Limited and Thistle Contract Hire and Leasing Limited in favour of the Bank of Scotland both dated the Seventeenth day of June and registered in the respective Register of Charges for each of the Companies on the First day of July all in the year Nineteen hundred and eighty three (which Floating Charges (One), (Two) and (Three) hereinbefore referred to are so defined in the said Minute of Agreement and are hereinafter collectively called "the Bank of Scotland's Floating Charges")
- (Four) Bonds and Floating Charges granted by each of the Companies in favour of NWS Trust all dated the Twenty Ninth day of March and registered in the respective Register of Charges for each of the Companies on the Seventh day of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "NWS Trust's Floating Charges")
- (Five) Bonds and Floating Charges granted by each of the Companies in favour of North West Securities all dated the Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "North West Securities' Floating Charges"), and
- (Six) Bonds and Floating Charges granted by each of the Companies in favour of Renault all dated Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "Renault's Floating Charges")

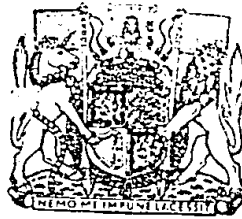
AND WHEREAS it was provided inter alia that in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge (all defined in the said Minute of Agreement) in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault shall rank prior and in preference to the Bank of Scotland's Floating Charge (also defined in the said Minute of Agreement) in respect of all monies due or to become due to the Bank of Scotland to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto and should rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon but without prejudice to/

*Y. J.*

to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner or way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied and otherwise as more fully set forth in terms of the said Minute of Agreement.

THEREFORE the parties have AGREED that the priority of ranking and preference to be given to each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault in relation to the Bank of Scotland's Floating Charge in respect of all monies due or to become due to the Bank of Scotland shall be increased from ONE MILLION POUNDS (£1,000,000) to ONE MILLION ONE HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) and that the ranking provisions as set out in the said Minute of Agreement shall be read and construed as if the said sum of ONE MILLION HUNDRED HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) shall have been substituted for the said sum of ONE MILLION POUNDS (£1,000,000) on each occasion where the lastmentioned figure occurs

*Edw. Murray Jameson*



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

I hereby certify that particulars of an instrument of alteration dated the **27 March 1984**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **10 April 1984**  
The instrument relates to a charge created on the **13 April 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **North West Securities Limited**  
for securing **all sums due or to become due**

Given under my hand at Edinburgh the **25 April 1984**

No. **67046/36**

*Registrar of Companies*

Certificate and instrument received by

Date

(C)



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

**48a**

(Scot.)

Pursuant to Section 106A of  
THE COMPANIES ACT 1948 (note 1)  
as applied by Section 7 of the Companies  
(Floating Charges and Receivers) (Scotland) Act 1972

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For official use

Company Number

3 7

67046

Name of Company

PARK'S OF HAMILTON (COACH HIRERS)

Limited\*

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Date and description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 2)

Bond and Floating Charge dated 13th and registered in  
the Company's Register of Charges 21st April 1983

Name(s) of the mortgagees as person(s) entitled to that charge

Renault Loan Limited having its Registered Office at  
North West House, City Road, Chester.

\*delete  
if  
inappropri-  
ate

Short particulars of all the property charged

the whole of the property (including uncalled capital)  
which is or may be from time to time comprised in the  
property and undertaking of the Company

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

Tods Murray & Jamieson  
W.S.  
66 Queen Street,  
Edinburgh.  
031 226 4771  
JSE/N116-09

Time Critical reference

For official use  
Mortgage section

Post room

2668

47

*Get  
All sums  
due or to  
become due*

Names, addresses and descriptions of the persons who have executed the instrument of alteration (note 3)

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See Paper Apart 1

Date(s) of execution of the instrument of alteration

15th February and 12th and 27th March 1984

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

Not applicable

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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

See Paper Aprt 2

Short particulars of any property released from the floating charge

NONE

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

NONE

Signed

*Rob Murray Jamieson*

-4-84

Designation of position in relation to the company Agents for NWS Trust  
North West Securities Limited, Renault Loan Limited

ited,

PAPAR APART 1.

Park's of Hamilton (Holdings) Limited (registered number 66568.

Park's of Hamilton (Townhead Garage) Limited (registered number 61896)

Park's of Hamilton (Shawhead Garage) Limited (registered number 66109)

Park's of Hamilton (Crofthead Garage) Limited (registered number 63779)

Park's of Hamilton (Car & Van Hire) Limited (registered number 64232)

Park's of Hamilton (Coach Hirers) Limited (registered number 67046)

Thistle Contract Hire and Leasing Limited (registered number 67312)

Mackay & Jardine Limited (registered number 8977), and

The Braedale Garage Limited (registered number 33319)

all having their Registered Office at 41 Bothwell Road, Hamilton.

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

NWS Trust Limited having its Registered Office at 90A George Street, Edinburgh.

North West Securities Limited having its Registered Office at North West House, City Road, Chester, and

Renault Loan Limited, having its Registered Office at North West House, City Road, Chester.

741

PAPER APART

WHEREAS Park's of Hamilton (Holdings) Limited (Registered Number 66568), Park's of Hamilton (Townhead Garage) Limited (Registered Number 61896), Park's of Hamilton (Shawhead Garage) Limited (Registered Number 66109), Park's of Hamilton (Crofthead Garage) Limited (Registered Number 63779) Park's of Hamilton (Car & Van Hire) Limited (Registered Number 64232), Park's of Hamilton (Coach Hirers) Limited (Registered Number 67046), Thistle Contract Hire and Leasing Limited (Registered Number 67312), MacKay & Jardine Limited (Registered Number 8977), and The Braedale Garage Limited (Registered Number 33319) all incorporated under the Companies Acts and having their Registered Office at 41 Bothwell Road, Hamilton (hereinafter where not specifically named called "the Companies"), the Governor and Company of the Bank of Scotland incorporated by Act of Parliament having its Head Office at The Mound, Edinburgh (hereinafter called "the Bank of Scotland"), NWS Trust Limited incorporated under the Companies Acts and having its Registered Office at 90a George Street, Edinburgh (hereinafter called "NWS Trust"), North West Securities Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "North West Securities") and Renault Loan Limited incorporated under the Companies Acts and having its Registered Office at North West House, City Road, Chester (hereinafter called "Renault") have entered into a Minute of Agreement dated Eleventh and Thirtieth August and Sixth September and registered in the respective Registers of Charges applicable to each of the Companies on the Fourteenth day of September all in the year Nineteen hundred and eighty three which Minute of Agreement regulates the ranking of certain Standard Securities and also of the following Bonds and Floating Charges granted by the Companies respectively in favour of the Bank of Scotland, NWS Trust, North West Securities and Renault, namely:-

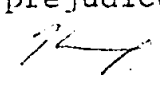
(One) Bond and Floating Charge granted by The Braedale Garage Limited in favour of the British Linen Bank incorporated by Royal Charter dated the Twelfth day of November, Nineteen hundred and sixty four and registered in the Company's Register of Charges on Seventeenth November, Nineteen hundred and sixty four and to which Floating Charge the Bank of Scotland now have right conform to Bank of Scotland Order 1970 confirmed by the Bank of Scotland Order Confirmation Act 1970 under which the Bank of Scotland acquired the whole undertaking and assets of the said The British Linen Bank

(Two) Bonds and Floating Charges granted by each of the said Park's of Hamilton (Holdings) Limited, Park's of Hamilton (Townhead Garage) Limited, Park's of Hamilton (Shawhead Garage) Limited, Park's of Hamilton (Crofthead Garage) Limited, Park's of Hamilton (Coach Hirers) Limited and Mackay & Jardine Limited in favour of the Bank of Scotland all dated the Eleventh and registered in the respective Register of Charges for each of the Companies on the Eighteenth both days of February all in the year Nineteen hundred and eighty three

(Three) /

- (Three) Bond and Floating Charge granted by each of the said Park's of Hamilton (Car & Van Hire) Limited and Thistle Contract Hire and Leasing Limited in favour of the Bank of Scotland both dated the Seventeenth day of June and registered in the respective Register of Charges for each of the Companies on the First day of July all in the year Nineteen hundred and eighty three (which Floating Charges (One), (Two) and (Three) hereinbefore referred to are so defined in the said Minute of Agreement and are hereinafter collectively called "the Bank of Scotland's Floating Charges")
- (Four) Bonds and Floating Charges granted by each of the Companies in favour of NWS Trust all dated the Twenty Ninth day of March and registered in the respective Register of Charges for each of the Companies on the Seventh day of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "NWS Trust's Floating Charges")
- (Five) Bonds and Floating Charges granted by each of the Companies in favour of North West Securities all dated the Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "North West Securities' Floating Charges"), and
- (Six) Bonds and Floating Charges granted by each of the Companies in favour of Renault all dated Thirteenth and registered in the respective Register of Charges for each of the Companies on the Twenty first both days of April all in the year Nineteen hundred and eighty three (which Floating Charges are so defined in the said Minute of Agreement and are hereinafter collectively called "Renault's Floating Charges")

AND WHEREAS it was provided inter alia that in relation to each of the Companies each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge (all defined in the said Minute of Agreement) in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault shall rank prior and in preference to the Bank of Scotland's Floating Charge (also defined in the said Minute of Agreement) in respect of all monies due or to become due to the Bank of Scotland to the cumulo extent of ONE MILLION POUNDS (£1,000,000) of principal together with interest and charges relative thereto and should rank after and postponed to the Bank of Scotland's Floating Charge quoad any monies so secured to each or any of NWS Trust, North West Securities and Renault respectively in terms of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge respectively in excess of the said principal sum of ONE MILLION POUNDS (£1,000,000) together with interest and charges thereon but without prejudice to/



to the right of NWS Trust, North West Securities and Renault to obtain payment under NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge or otherwise in any manner of way of any such excess monies as aforesaid after the claims of the Bank of Scotland have been satisfied and otherwise as more fully set forth in terms of the said Minute of Agreement.

THEREFORE the parties have AGREED that the priority of ranking and preference to be given to each or any of NWS Trust's Floating Charge, North West Securities' Floating Charge and Renault's Floating Charge in respect of all monies due or to become due respectively to NWS Trust, North West Securities and Renault in relation to the Bank of Scotland's Floating Charge in respect of all monies due or to become due to the Bank of Scotland shall be increased from ONE MILLION POUNDS (£1,000,000) to ONE MILLION ONE HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) and that the ranking provisions as set out in the said Minute of Agreement shall be read and construed as if the said sum of ONE MILLION HUNDRED HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) shall have been substituted for the said sum of ONE MILLION POUNDS (£1,000,000) on each occasion where the lastmentioned figure occurs

*Ed. Murray Jamieson*

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

I hereby certify that particulars of an instrument of alteration dated the **27 March 1984**  
were registered pursuant to section 106A of the Companies Act, 1948, on the **10 April 1984**  
The instrument relates to a charge created on the **13 April 1983**  
by **PARK'S OF HAMILTON (COACH HIRERS) LIMITED**  
in favour of **Renault Loan Limited**  
for securing **all sums due or to become due**

Given under my hand at Edinburgh the **25 April 1984**

No. **67046/37**



Registrar of Companies

Certificate and instrument received by

Date

(C)



**M**

COMPANIES FORM No. 466(Scot)

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

**466**

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Pursuant to section 410 and 466 of the Companies Act 1985

006151

006435

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in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

67046

Name of company

\* PARK'S OF HAMILTON (COACH HIREERS) LIMITED

\* insert full name  
of company

Date of creation of the charge (note 1)

29th March 1983

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

NWS Trust Limited

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is  
or may be from time to time while the said Bond and Floating Charge  
is in force comprised in the Company's property and undertaking.

Presentor's name address and  
reference (if any):  
Tods Murray W.S.,  
66 Queen Street,  
EDINBURGH EH2 4NE  
Ref: GMB/N116-72

For official Use  
Charges Section

Post room

C.R.O. EDINBURGH  
20 JUN 1983

27 JUN 1983

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

1. Park's of Hamilton (Holdings) Ltd, Park's of Hamilton (Townhead Garage) Ltd., Park's of Hamilton (Shawhead Garage) Ltd., Park's of Hamilton (Crofthead Garage) Ltd., Park's of Hamilton (Car & Van Hire) Ltd., Park's of Hamilton (Coach Hirers) Ltd., Thistle Contract Hire and Leasing Ltd., Mackay & Jardine Ltd., The Braedale Garage Ltd., and Douglas Park Ltd., all of 41 Bothwell Road, Hamilton.
2. The Governor and Company of the Bank of Scotland, Head Office, The Mound, Edinburgh.
3. NWS Trust Ltd., 25 Torphichen Street, Edinburgh.

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Date(s) of execution of the instrument of alteration

1. Park's of Hamilton (Holdings) Ltd. and associated companies detailed above - 17th May 1988.
2. Governor and Company of the Bank of Scotland - 25th May 1988.
3. NWS Trust Ltd. - 9th June 1988.

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

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Short particulars of any property released from the floating charge

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

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in black type, or  
bold block lettering

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

In this statement the following expressions shall have the meanings set opposite them:-

"the Companies" means

Park's of Hamilton (Holdings) Ltd. (Company No. 66568), Park's of Hamilton (Townhead Garage) Ltd. (Company No. 61896), Park's of Hamilton (Shawhead Garage) Ltd. (Company No. 66109), Park's of Hamilton (Crofthead Garage) Ltd. (Company No. 63779), Park's of Hamilton (Car & Van Hire) Ltd. (Company No. 64232), Park's of Hamilton (Coach Hirers) Ltd. (Company No. 67046), Thistle Contract Hire and Leasing Ltd. (Company No. 67312), Mackay & Jardine Ltd. (Company No. 8977), The Braedale Garage Ltd. (Company No. 33319), and Douglas Park Ltd. (Company No. 96516) all incorporated under the Companies Acts and having their Registered Office at 41 Bothwell Road, Hamilton.

"the Bank" means

The Governor and Company of the Bank of Scotland incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh.

"NWS" means

NWS Trust Ltd. incorporated under the Companies Acts and having its Registered Office at 25 Torphichen Street, Edinburgh.

"the Bank's Floating Charges" means

(1) The Bond and Floating Charge granted by the said The Braedale Garage Ltd. in favour of the British Linen Bank dated 12th and registered 17th November 1964; (2) the Bonds and Floating Charges granted by the said Park's of Hamilton (Holdings) Ltd., Park's of Hamilton (Townhead Garage) Ltd., Park's of Hamilton (Shawhead Garage) Ltd., Park's of Hamilton (Crofthead Garage) Ltd., and Park's of Hamilton (Coach Hirers) Ltd. in favour of the Bank dated 11th and registered 18th February 1983; (3) the Bond and Floating Charge granted by the said Mackay & Jardine Ltd. in favour of the Bank dated 11th and registered 24th February 1983; (4) the Bonds and Floating Charges granted by the said Park's of Hamilton (Car & Van Hire) Ltd. and Thistle Contract Hire and Leasing Ltd. in favour of the Bank dated 17th June and registered 1st July 1983; and (5) the Bond and Floating Charge granted by Douglas Park Ltd. in favour of the Bank dated 30th January and registered 9th February 1987.

"NWS' Floating Charges" means

(1) The Bonds and Floating Charges granted by each of the Companies (other than the said Douglas Park Ltd.) in favour of NWS dated 29th March and registered 7th April 1983; and (2) the Bond & Floating Charge granted by the said Douglas Park Ltd. in favour of NWS dated 31st July and registered 14th August 1987.

"the Ranking Agreement" means

The Minute of Agreement entered into among the Companies (other than the said Douglas Park Ltd.), the Bank & NWS dated 11th and 30th/...

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

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

"the Supplementary Agreement" means

30th August & 6th September and registered as an Instrument of Alteration of the Floating Charges therein mentioned on 14th September 1983.

"NWS' Priority Limit" means

The Minute of Agreement entered into among the companies (other than the said Douglas Park Ltd.) the Bank and NWS dated 15th February and 12th and 27th March and registered as an Instrument of Alteration of the Floating Charges therein mentioned on 10th April 1984.

"the Bank's Priority Limit" means

The principal sum of ONE MILLION ONE HUNDRED AND FIFTY THOUSAND POUNDS (£1,150,000) together with all interest and charges thereon.

The principal sum of FIVE HUNDRED THOUSAND POUNDS (£500,000) together with all interest and charges thereon.

1. In relation to each of the companies NWS' Floating Charge in respect of that company and all sums secured or to be secured thereby shall on attachment be ranked and preferred (a) to the extent of NWS' Priority Limit prior and preferably to the Bank's Floating Charge in respect of that company and all sums secured or to be secured thereby, and (b) quoad all sums due to NWS in excess of NWS' Priority Limit (i) after and postponed to the Bank's said Floating Charge & all sums secured or to be secured thereby but that only to the extent of the Bank's Priority Limit and (ii) quoad all sums due to the Bank in excess of the Bank's Priority Limit, prior and preferably to the Bank's said Floating Charge and all sums secured or to be secured thereby.
2. In relation to each of the companies the Bank's Floating Charge in respect of that company and all sums secured or to be secured thereby shall on attachment be ranked and preferred (a) after and postponed to NWS' Floating Charge in respect of that company and all sums secured or to be secured thereby, but that only to the maximum extent of NWS' Priority Limit, and (b) quoad all sums due to NWS in excess of NWS' Priority Limit (i) prior and preferably to NWS' said Floating Charge and all sums secured or to be secured thereby but that only to the maximum extent of the Bank's Priority Limit and (ii) quoad all sums due/..

Signed

Date

delete as appropriate

On behalf of [company][chargee]†

#### 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(?) 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.

STATEMENT OF PROVISIONS IN INSTRUMENT OF ALTERATION (continued)

- due to the Bank in excess of the Bank's Priority Limit, after and postponed to NWS' said Floating Charge and all sums secured or to be secured thereby.
3. The total aggregate amount of priority and preference given to NWS in terms of the provisions as to ranking specified in Clauses 1(a) and 2(a) above shall be restricted to the cumulo extent of NWS' Priority Limit and the total aggregate amount of priority and preference given to the Bank in terms of the provisions as to ranking specified in Clauses 1(b) and 2(b) hereof shall be restricted to the cumulo extent of the Bank's Priority Limit, but subject to the overall application of the said Limits there shall be no limit on the priority conferred individually on each and any of NWS' Floating Charges and the Bank's Floating Charges to the intent that upon any of NWS' Floating Charges or the Bank's Floating Charges becoming enforceable NWS or the Bank as the case may be shall be entitled to determine (subject to their respective Limits and the sums respectively secured by each of NWS' Floating Charges and the Bank's Floating Charges individually) under which of their said respective Floating Charges the sum secured thereby shall be realised in accordance with the ranking provisions herein contained.
  4. The Bank and NWS shall each be deemed to have given timeously all consents (if any) necessary to permit the granting and creation by the Companies of NWS' Floating Charges and the Bank's Floating Charges respectively.
  5. Subject to the provisions hereinbefore set out as to ranking neither the Bank's Floating Charges nor NWS' Floating Charges shall prejudice or affect the rights of the Bank in terms of the Bank's Floating Charges or any of them or NWS in terms of NWS' Floating Charges or any of them for or in respect of any operations whether by debit or credit which may at any time have taken place or may hereafter take place on the account or accounts thereby secured or any of them, and all sums which have been or shall hereafter be placed to the debit of such account or accounts shall be as fully and effectually secured by and under and in terms of the Bank's Floating Charges or any of them all as if the said sums so placed or to be placed to the debit of such account or accounts had been so placed before the granting of the said respective securities.
  6. The Ranking Agreement and the Supplementary Agreement are superseded and varied to the extent hereinbefore specified and the parties confirm the remaining provisions thereof in all respects.

TODD MURRAY



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

Company and Document Number

67046

I hereby certify that particulars of an instrument of alteration  
dated

9 June 1988

was delivered pursuant to section 410 of the Companies Act,

1985 on

27 June 1988

The instrument relates to a charge created on

29 March 1983

by

PARK'S OF HAMILTON (COACH HIRERS) LIMITED

in favour of

NWS Trust Limited

for securing

all sums due or to become due

Signed at Edinburgh

11 July 1988

  
Registrar of Companies

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

006404

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

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

67046

Name of company

\* Parks of Hamilton (Coach Hirers) Limited

\* insert full name  
of company

Date of creation of the charge (note 1)

11th February, 1983

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

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 property (including uncalled capital) which is or may be from time to time  
comprised in the Company's property and undertaking

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JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON E1 6EE  
TELEPHONE 01 253 3030  
TELEX 281010



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

Messrs. Ballantyne & Copland,  
Solicitors,  
Torrance House, Knowetop,  
Motherwell.

RW.

For official Use

Charges Section

Post room

**C.R.O. EDINBURGH**

27 JUN 1988

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

Please do not  
write in  
this margin

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

see attached sheet

Date(s) of execution of the instrument of alteration

17th, 25th May and 9th June all in the year 1988

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

None

Short particulars of any property released from the floating charge

None

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

None



Please do not  
write in  
this margin

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

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

N.W.S. Trust Limited is to receive a first preference for £1,150,000

The Governor and Company of the Bank of Scotland are to receive the second priority for £500,000

N.W.S. Trust Limited is to receive a first preference on the excess after said previous priorities.

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

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

Signed Balwant Singh Date 22nd June, 1988  
On behalf of [company][chargee]<sup>†</sup>

<sup>†</sup> 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.

## ATTACHED SHEET

Parks of Hamilton (Holdings) Limited, Parks of Hamilton (Townhead Garage) Limited, Parks of Hamilton (Shawhead Garage) Limited, Parks of Hamilton (Crofthead Garage) Limited, Parks of Hamilton (Car & Van Hire) Limited, Parks of Hamilton (Coach Hirers) Limited, Thistle Contract Hire & Leasing Limited, Mackay & Jardine Limited, The Braedale Garage Limited and Douglas Park Limited, all incorporated under the Companies Acts and having their Registered Office at 41 Bothwell Road, Hamilton

The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its Head Office at The Mound, Edinburgh

N.W.S. Trust Limited, incorporated under the Companies Acts and having its Registered Office formerly at 9A George Street, Edinburgh, latterly at 28 Castle Street, Edinburgh and now at 25 Torphichen Street, there



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

Company and Document Number

67046

I hereby certify that particulars of an instrument of alteration  
dated

9 June 1988

was delivered pursuant to section 410 of the Companies Act,

1985 on

27 June 1988

The instrument relates to a charge created on

11 February 1983

by

PARK'S OF HAMILTON (COACH HIRERS) LIMITED

in favour of

the Governor and Company of the Bank of Scotland

for securing

all sums due or to become due

Signed at Edinburgh

11 July 1988

  
(Registrar of Companies)

# M

COMPANIES FORM No. 419a (Scot)

## Application for registration of a memorandum of satisfaction in full or in part of a registered charge

# 419a

Please do not write in this margin

Pursuant to section 419(1)(a) of the Companies Act 1985

012980

11970F

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

To the Registrar of Companies

For official use

Company number

1111

67046

Name of company

\* Park's of Hamilton (Coach Hirers) Limited

\* insert full name of company

I, Douglas Ireland Park

of Park's of Hamilton (Coach Hirers) Limited

† delete as appropriate

[a director] ~~the secretary~~ ~~the founder~~ ~~the receiver~~† of the company,

do solemnly and sincerely declare that the debt for which the charge described overleaf was given has been paid or satisfied in ~~full~~ ~~part~~.

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 Hamilton

Declarant sign below

the Tenth day of September  
one thousand nine hundred and ninety one  
before me John Winton Brown

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

John Winton Brown N.P.

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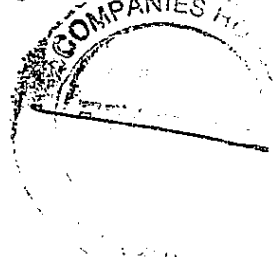
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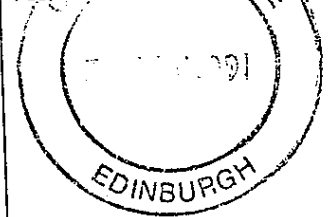
Presentor's name address and reference (if any):

Ballantyne & Copland  
Solicitors  
504 Windmillhill Street  
MOTHERWELL ML1 2AF.  
REF: RW/PMCh.

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Charges Section



Post room



# Particulars of the charge to which the application overleaf refers

Date of creation of the charge

13th April 1983.

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

Bond and Floating Charge.

Date of Registration

21st April 1983.

Short particulars of property charged

The whole of the property (including uncalled capital) which is or may be from time to time comprised in the company's property and undertaking.

Please do not write in this margin

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

† insert a description of the instrument(s) creating or evidencing the charge, eg 'Charge', 'Debenture' etc.

o the date of registration may be confirmed from the certificate

Where a FLOATING CHARGE is being satisfied, the following Certificate MUST be completed:

## CERTIFICATE

I RAYMOND NIXON, COMPANY SECRETARY

of RENAULT FINANCIAL SERVICES LTD

being ~~the creditor~~ a person authorised to act on behalf of the creditor† entitled to the benefit of the floating charge specified above certify that the particulars above relating to the charge and its satisfaction are correct.

Signature

*R Nixon*

Date

17/4/91

† delete as appropriate

## **NOTICE OF ILLEGIBLE DOCUMENT ON THE MICROFICHE RECORD**

**Companies House regrets that the microfiche record for this company contains some data which is illegible.**

**The poor quality has been noted but unfortunately the steps taken to improve the quality have been unsuccessful.**

**Companies House would like to apologise for any inconvenience this may cause.**