

C.R
DentonWildeSapte...

637198 / 273

COMPANIES FORM No. 395

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Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

* insert full name of Company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

2

Company number

00111876

Name of company

Lookers Plc (the **Chargor**).

Date of creation of the charge

29 May 2009

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

A debenture dated 29 May 2009 between the Chargor and the Security Trustee (the **Debenture**).

Amount secured by the mortgage or charge

The liabilities of the Obligors to the Secured Parties under or pursuant to the Secured Documents and the Pension Secured Liabilities except for any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of article 161 of the Companies (Northern Ireland) Order 1986 (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

Please return via
CH London Counter

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

The Royal Bank of Scotland Plc, 280 Bishopsgate, London, as trustee for the Secured Parties (the **Security Trustee**).

Postcode EC2M 4RB

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

Denton Wilde Sapte LLP
~~One Fleet Place~~
London EC4M 7WS
JPCI/CGA/70001.00461

For official Use (02/00)

Mortgage Section

THURSDAY



LD3

L57YJAMA

11/06/2009

111

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

Please do not write in this margin

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

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+
9

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Denton Wilde Sapre LLP

Date

10/6/09

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

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a *body corporate* it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company

Lookers Plc

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

1 Covenant to pay

The Chargor covenanted with the Security Trustee and the other Secured Parties that it will on demand pay and discharge the Secured Liabilities when due.

2 Creation of Security**2.1 Land**

The Chargor as beneficial owner and as a continuing security for the payment and/or discharge of the Secured Liabilities hereby:

- (i) granted and demised unto the Security Trustee all the Land more particularly set out in Part I of Schedule 1 to hold the same unto the Security Trustee for the term of ten thousand years from the date hereof;
- (ii) granted and demised all the Land more particularly set out in Part II of Schedule 1 to hold the same unto the Security Trustee for the residue of the terms of years created by the respective leases short particulars of which are also set out in Part II the Schedule less the last ten days thereof;
- (iii) charged in favour of the Security Trustee by way of legal mortgage its interest in all the Land more particularly set out in Part III of Schedule 1 as is registered or required to be registered at the Land Registry of Northern Ireland and requested that the charge hereby created be registered as a burden on the said Land; and
- (iv) charged in favour of the Security Trustee by way of fixed charge the Chargor's right, title or interest which it has now or may subsequently acquire to or in all freehold and leasehold Land.

2.2 Shares

The Chargor as beneficial owner mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Shares, other than in respect of Sarcon (No.312) Limited only the Excluded Assets until such time as consent is obtained from the JV Partner consenting to Sarcon (No.312) Limited creating Security over the shares it holds in the JV Company pursuant to the Debenture; and
- (b) all related Distribution Rights.

2.3 Investments

The Chargor as beneficial owner mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

Name of company

* insert full name
of company

Lookers Plc

2.4 Equipment

The Chargor as beneficial owner charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 2.1 (*Land*).

2.5 Book Debts

The Chargor as beneficial owner charged by way of fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

2.6 Non Trading Debts

The Chargor as beneficial owner charged by way of fixed charge:

- (a) all Non Trading Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

2.7 Accounts held with Secured Parties

2.7.1 The Chargor as beneficial owner charged by way of fixed charge all amounts standing to the credit of:

- (a) each Account held with any Secured Party; and
- (b) any other account held with any Secured Party in its name or to which it is beneficially entitled.

2.7.2 Regardless of the terms on which moneys are credited to any Holding Account or Mandatory Prepayment Account in the name of the Chargor held with any Secured Party, no amount standing to the credit of that account will be or accrue due or payable to the Chargor until:

- (a) the Secured Liabilities have been paid and discharged in full; and
- (b) no Secured Party is under any obligation to make banking or other facilities available to the Chargor, and until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Secured Parties' rights under this Debenture) in accordance with the terms of the Facility Agreement.

2.8 Intellectual Property

The Chargor as beneficial owner charged by way of fixed charge all Intellectual Property, including, where the Chargor is a Trade Mark Chargor:

- (a) the Trade Mark Property which belongs to it now or at any time during the Security Period; and
- (b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

2.9 Goodwill

The Chargor as beneficial owner charged by way of fixed charge its goodwill.

2.10 Uncalled capital

Name of company

* insert full name
of company

Lookers Plc

The Chargor as beneficial owner charged by way of fixed charge its uncalled capital.

2.11 Authorisations

The Chargor as beneficial owner charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

2.12 Assigned Agreements

2.12.1 The Chargor as beneficial owner assigned absolutely all its rights and interests under:

- (a) the Assigned Agreements to which it is party; and
- (b) each Intra-Group Loan which it has advanced.

2.12.2 Until an Event of Default occurs, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements or the Intra-Group Loan, as the case may be.

2.13 Accounts held with third parties

The Chargor as beneficial owner assigned absolutely or (if and to the extent that the assignment is not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.

2.14 Insurances

2.14.1 The Chargor as beneficial owner assigned absolutely all its rights and interests in the Insurances.

2.14.2 Until an Event of Default occurs, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances.

2.15 Contractual rights

The Chargor as beneficial owner charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3.12 (*Assigned Agreements*) of the Debenture.

2.16 Other assets

2.16.1 The Chargor as beneficial owner charged by way of floating charge all its present and future business, undertaking and assets (including, without limitation, any property or assets situated in Scotland or governed by Scots law) which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 2 but in respect of Sarcon (No.312) Limited only, excluding the Excluded Assets until such time as consent is obtained from the JV Partner consenting to Sarcon (No.312) Limited creating Security over the shares it holds in the JV Company pursuant to the Debenture.

2.16.2 Paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 shall apply to any floating charge created by the Debenture.

2.17 Trust

2.17.1 Subject to Clause 2.17.2 if or to the extent that for any reason the assignment or charging of any Security Asset under Clause 2.1 (*Land*) to Clause 2.15 (*Contractual Rights*) was prohibited, the Chargor holds it on trust for the Security Trustee.

Name of company

* insert full name
of company

Lookers Plc

2.17.2 If the reason referred to in Clause 2.17.1 is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (i) subject to Clause 2.17.3, the Chargor shall apply for the consent or waiver; and
- (ii) the Chargor shall use all reasonable endeavours to satisfy the condition,

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition.

2.17.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

- (a) use all reasonable endeavours to obtain it as soon as possible; and
- (b) keep the Security Trustee informed of the progress of the negotiations to obtain it.

2.17.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 2 and the trust referred to in Clause 2.17.1 shall terminate.

3 Nature of Security created

3.1 The Security created under the Debenture was created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Secured Parties;
- (d) by the Chargor as beneficial owner; and
- (e) subject always to the proviso for redemption contained in Clause 19 of the Debenture (*Discharge of Security*).

3.2 The Chargor attorned tenant to the Security Trustee of any part of the Land at the yearly price of 5 pence (if demanded) provided always that the Security Trustee may at any time without notice to the Chargor determine the tenancy created and enter upon such Land but so that neither the receipt of the said rent nor the said tenancy shall render the Security Trustee liable to account to any person as mortgagee in possession.

3.3 It was agreed and declared that the Chargor shall stand possessed of the reversion immediately expectant upon the term of years granted in any part of the Land in trust for the Security Trustee and to assign, convey or dispose of the same as the Security Trustee may direct (subject to the provision for redemption hereinafter contained) and the Security Trustee may at any time during the continuance of the security created remove the Chargor or any other person, persons or body corporate from being trustees of the trust declared by this clause and on the death or removal of the Chargor or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place.

Company number

00111876

Name of company

* insert full name
of company

Lookers Plc

4 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security.

Definitions:

Account means a Current Account, a Holding Account or a Mandatory Prepayment Account.

Acquisition Agreement shall have the same meaning given to it in the Facility Agreement.

Acquisition Documents means the Acquisition Agreement, the disclosure letter relating thereto and any other document designated as an Acquisition Document by the Agent and the Company.

Agent means The Royal Bank of Scotland Plc.

Ancillary Facility shall have the same meaning given to it in the Facility Agreement.

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 8 (*Ancillary Facilities*) of the Facility Agreement.

Assigned Agreements means the Acquisition Documents, the Hedging Agreements, and the Intra-Group Loan Agreements.

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

Book Debts means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 30 (*Changes to the Obligors*) of the Facility Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 8.9 (*Affiliates of Borrowers*) of the Facility Agreement (in each case and unless otherwise defined in this Form 395, as such capitalised term defined in the Facility Agreement).

Card Documents means the agreements set out in Part 1 of Schedule 7 (*Card Documents*) of the Intercreditor Agreement.

Charged Property shall have the same meaning given to it in the Facility Agreement.

Company means Lookers Plc.

Current Account means each account, in relation to the Chargor, set out in Schedule 2.

Delegate means any delegate, agent, attorney, co-trustee, custodian or nominee appointed by the Security Trustee, and includes any sub-delegate.

DFG Pension Documents shall have the same meaning given to it in the Intercreditor Agreement.

DFG Pension Secured Liabilities means the liabilities owed by an Obligor to the DFG Pension Trustee up to a maximum aggregate amount of £6,000,000.

DFG Pension Trustee means the Dutton-Forshaw Trustee Company Limited.

Name of company

* insert full name
of company

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Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Equipment means, in relation to the Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Event of Default means any event or circumstance specified as such in Clause 27 (*Events of Default*) of the Facility Agreement.

Excluded Assets means the 1,237,500 ordinary £1 shares held by Sarcon (No. 312) Limited (Company Number NI071326 in Charles Hurst Motors Limited (company number NI025262).

Existing Hedging Agreements shall have the same meaning given to it in the Facility Agreement.

Facility means Facility A, Facility B or Facility C (in each case, as such capitalised term defined in the Facility Agreement) or an Ancillary Facility.

Facility Agreement means the facility agreement originally dated 14 September 2006 between, among others, the Company as borrower, the Chargor, the Security Trustee and certain other Finance Parties (as defined in that agreement) (as amended and restated on 26 October 2007, on 29 May 2009 and as amended from time to time).

Finance Party means the Agent, the Mandated Lead Arranger, the Security Trustee, a Lender, a Hedge Counterparty, an Ancillary Lender or a Supplemental Ancillary Facility Lender provided that where the term "Finance Party" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purpose of:

- (a) the definition of Secured Parties;
- (b) Clause 1.2.1(a) (*Construction*) of the Facility Agreement;
- (c) paragraph (c) of the definition of Material Adverse Effect in the Facility Agreement;
- (d) Clause 22 (*Guarantee and Indemnity*) of the Facility Agreement; and
- (e) Clause 32 (Conduct of business by the Finance Parties) of the Facility Agreement.

FX Document means any master agreement, confirmation schedule or other agreement entered into by any Obligor and an FX Lender as set out in Schedule 7, Part 3 (*FX Documents*) of the Intercreditor Agreement.

FX Lender shall have the same meaning given to it in the Intercreditor Agreement.

Group means the Company and each of its Subsidiaries for the time being (including each JV Company) and **Group Company** means any one of them.

Hedging Agreement means the Existing Hedging Agreements and any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company or any other Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the provision of Clause 26.32 (*Treasury Transactions*) of the Facility Agreement.

Hedge Counterparty means:

- (a) any Lender; or
- (b) any person which has become a Party as a Hedge Counterparty in accordance with Clause 28.8.

Name of company

* insert full name
of company

Lookers Plc

(*Affiliates of Lenders as Hedge Counterparties*) of the Facility Agreement,

which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

Hedging Document means the agreements set out in Schedule 7, Part 2 (*Hedging Agreements*) of the Intercreditor Agreement.

Holding Account means an account:

- (a) held by a Group Company in its jurisdiction of incorporation with the Agent or Security Trustee;
- (b) identified in a letter between the Company and the Agent as a Holding Account; and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

(as the same may be redesignated, substituted or replaced from time to time).

Insurance means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is a party or in which it has an interest.

Intellectual Property means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property; and
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above

arising or subsisting in any jurisdiction and whether registered or not.

Intercreditor Agreement means the intercreditor agreement dated 29 May 2009 between, among others, the Chargor and the Security Trustee.

Intra-Group Loan means a loan made under an Intra-Group Loan Agreement or any other loan made by a member of the Group to another member of the Group, including the JV Company.

Intra-Group Loan Agreement means an agreement under which a member of the Group has or will make available a facility to another member of the Group.

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

JV Company means Charles Hurst Motors Limited (company number NI025262).

JV Partner means, in respect of the JV Company, Vauxhall Motors Limited (company number 06356274).

Land means:

- (a) any freehold leasehold or immovable property including that specified in Schedule 1; and

Name of company

* insert full name
of company

Lookers Plc

- (b) any buildings fixtures fittings fixed plant or machinery from time to time situated or forming part of such freehold or leasehold property.

Lender means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

Lookers Pension Documents shall have the same meaning given to it in the Intercreditor Agreement.

Lookers Pension Secured Liabilities means the liabilities owed by an Obligor to the Lookers Pension Trustee up to a maximum aggregate amount of £9,000,000.

Lookers Pension Trustee means Lookers Pension Plan Trustee Company Limited.

Mandated Lead Arranger means the Royal Bank of Scotland Plc.

Mandatory Prepayment Account means an interest-bearing account:

- (a) held in England by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account;
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee; and
- (d) from which no withdrawals may be made by any Group Companies except as contemplated by the Facility Agreement,

(as the same may be redesignated, substituted or replaced from time to time).

Non Trading Debts means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in Clause 2.7 (*Accounts held with Secured Parties*) and Clause 2.13 (*Accounts held with third parties*) of the Debenture.

Obligor means any Group Company which has any obligation under any Secured Document or any Pensions Documents or which provides Security in respect of any Secured Liability.

Original Lender shall have the same meaning given to it in the Facility Agreement.

Party shall have the same meaning given to it in the Facility Agreement.

Pensions Documents means the Lookers Pension Documents and the DFG Pension Documents.

Pension Secured Liabilities means the Lookers Pension Secured Liabilities and the DFG Pension Secured Liabilities.

Permitted Security means:

- (a) any Security arising under any Finance Document or constituted by any rights of set off contained in any Finance Document;
- (b) the deed of deposit dated 27 February 2008 granted in favour of Fiat Auto Financial Services (Wholesale)

Name of company

* insert full name
of company

Lookers Plc

Limited by The Dutton-Forshaw Motor Company Limited in a maximum amount of £80,000;

- (c) the debentures both dated 29 September 2006 granted by FPS Distribution Limited and Ferraris Piston Services Limited in favour of Lloyds TSB Commercial Finance Limited up to a maximum aggregate amount secured of £8,000,000;
- (d) a debenture dated 19 February 2002 granted by Lookers Birmingham Limited in favour of D.S.M. Autos Limited;
- (e) any lien arising by operation of law and in the ordinary course of day-to-day trading activities;
- (f) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors;
- (g) any Security or Quasi Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of its day to day trading activities and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group;
- (h) any Security permitted by the Agent with the approval of all Lenders in writing; and
- (i) any rent deposit deed entered into by any member of the Group from time to time in relation to the Properties

(in each case and unless otherwise defined in this Form 395, as such capitalised term defined in the Facility Agreement).

Receiver means a receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property.

Secured Document means the Senior Finance Documents, Hedging Documents, Card Documents and FX Documents and any other document designated as a Secured Document in writing by the Agent.

Secured Parties means each Finance Party from time to time party to this Agreement, each Hedge Counterparty and any Receiver or Delegate.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of the Facility Agreement and ending on the date on which the Agent is satisfied that all of the liabilities of the Obligors under each Finance Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities.

Senior Finance Document means the Facility Agreement, the Intercreditor Agreement, the Priority Agreement, the Amendment and Restatement Agreement, the Second Amendment and Restatement Agreement, the Supplemental Ancillary Facility Documents, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Transfer Certificate, any Hedging Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, each Co-ordinator Letter, any Hedge

Name of company

* insert full name
of company

Lookers Plc

Counterparty accession letter and any other document designated as a "Finance Document" by the Agent and the Company provided that where the term "Finance Document" is used in, and construed for the purposes of, the Facility Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purpose of:

- (a) the definition of Material Adverse Effect in the Facility Agreement;
- (b) paragraph (a) of the definition of Permitted Transaction in the Facility Agreement;
- (c) the definition of Transaction Document in the Facility Agreement;
- (d) the definition of Transaction Security Document in the Facility Agreement;
- (e) Clause 1.2.1(g) (*Construction*) of the Facility Agreement;
- (f) Clause 22 (*Guarantee and Indemnity*) of the Facility Agreement; and
- (g) Clause 27 (*Events of Default*) (other than Clause 27.14.2 (*Repudiation and rescission of agreements*) and Clause 27.20 (*Acceleration*)) of the Facility Agreement

(in each case and unless otherwise defined in this Form 395, as such capitalised term defined in the Facility Agreement).

Shares means all shares held by the Chargor in its Subsidiaries including, without limitation, those shares listed in Schedule 3.

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

Supplemental Ancillary Facility Lender shall have the same meaning given to it in the Intercreditor Agreement.

Trade Mark means each United Kingdom registered trade mark described in Part 1 of Schedule 8 (*Trade Marks*) to the Debenture.

Trade Mark Application means each application for the United Kingdom registration of a trade mark as described in Part 2 of Schedule 8 (*Trade Marks*) to the Debenture.

Trade Mark Chargor means the Chargor that owns Trade Mark Property.

Trade Mark Property means:

- (a) all Trade Marks;
- (b) all Trade Mark Applications;
- (c) any goodwill of the Chargor's business to which any Trade Mark or Trade Mark Application relates; and

any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in the Chargor's business.

Name of company

* insert full name
of company

Lookers Plc

Schedule 1 - Land charged by way of legal mortgage**Part I – Unregistered Freehold Land**

Name of Chargor	Description and address
Charles Hurst Limited	547 Antrim Road, Belfast, County Antrim as comprised within a Deed of Conveyance dated 7 th March 1994 between Derek Stewart Boyd (1) and Charles Hurst Limited (2) and a Deed of Conveyance dated 15 th February 1994 between Sarcon Limited (1) and Charles Hurst Limited (2)
Charles Hurst Limited	62 Boucher Road, Belfast, County Antrim the unregistered freehold portion of which is held under a Deed of Conveyance dated 24 th April 1986 between Irish Roads Motors Limited (1) Charles Hurst (Commercials) Limited (2); a Deed of Conveyance dated 7 th April 1989 between Chichester Properties Limited (1) and Charles Hurst Limited (2); and a Conveyance dated 1 st October 1987 made between the Hasslett Group Limited (1) and Charles Hurst Limited (2).
Charles Hurst Limited	41 Union Street, Coleraine, County Londonderry as comprised within a Deed of Conveyance dated 4th January 2002 made between Isaac Agnew Limited (1) David I.F. Agnew, James Peter Murray, John S.K. Gilbert, David K. Macartney, Samuel Y. Magee, James R. McSpadden, Timothy R. McMillan, Robert Ferres, Brian Robinson and Pensioneer Trustees Limited (2) Charles Hurst Limited (3).

Name of company

* insert full name
of company

Lookers Plc

Part II – Unregistered Leasehold Land

Name of Chargor	Description and address
Charles Hurst Limited	51/55 Sydenham Road, Belfast held under Lease dated 17th November 1995 made between The Belfast Harbour Commissions (1) and Charles Hurst Limited (2)
Charles Hurst Limited	788 Upper Newtownards Road, Belfast as comprised in a Lease dated 3rd March 1953 between Maurice McCracken (1) and Concrete (Ireland) Limited (2); a Lease dated 5th June 1935 between Joseph McMaster (1) and Joseph Greer (2); a Lease dated 23rd December 1944 between Joseph McMaster (1) and Maurice L McCracken (2); and a Lease dated 15th May 1945 between Joseph McMaster (1) and Maurice L McCracken (2)
Charles Hurst Limited	164/168 Thomas Street, Portadown, County Armagh as comprised in a Deed of Assignment dated 2nd May 1997 made between Samuel Hugh Nelson & Miriam Geraldine Nelson (1) and Charles Hurst Limited (2)
Charles Hurst Limited	763 Upper Newtownards Road, Belfast as held under a Deed of Assignment dated 16th August 1988 made between Charles Hurst (Motors) Limited (1) and Charles Hurst Limited (2) of Lease dated 1st December 1968 made between Samuel J Tinsley (1) and McMullans Limited (2).
Charles Hurst Limited	62 Boucher Road, Belfast the unregistered leasehold portion of which is held under the following documents : a Lease dated 19th August 1961 made between Glencreagh Holdings Limited (1) and Robert McBride (Bruce Street) Limited (2); a Deed of Assignment dated 16th August 1988 made between Charles Hurst Motors Limited (1) and Charles Hurst Limited (2) of the lands in Lease dated 2nd April 1930 between Isabella Lester (1) Hugh McKibbin (2) for the term of 10,000 years and Lease dated 1st March 1973 between McKibbin & Others (1) James Malcolm McKibbin and Ronald Hubert McKibbin (2) for the term of 9,500 years; a Deed of Assignment dated 31st August 2000 made between Northern Bank Limited (1) and Charles Hurst Limited (2) of a Lease dated 19th August 1961 between Glencreagh Holdings Limited (1) Robert McBride (Bruce Street) Limited (2) for the term of 10,000 years from 1st August 1961; a Deed of Assignment dated 19th February 1996 between Robert James Gillanders and Kenneth Henderson Cheevers (1) Charles Hurst Limited (2) of a Lease dated 25th November 1975 between James Malcolm McKibbin, Ronald Hubert McKibbin (1) James McVeigh & Sons Limited (2); a Lease dated 17th July 1991 made between British Telecommunications plc(1) and Charles Hurst Limited (2); a Lease dated 12th January 1989 made between British Telecommunications plc. (1) and Charles Hurst Limited (2); and a Deed of Assignment dated 16th August 1988 made between Charles Hurst Motors Limited (1) and Charles Hurst Limited (2) of a Lease dated 20th February 1961 for the term of 10,000 years from 1st February 1961.
Charles Hurst Limited	70 Belfast Road, Lisburn as more particularly described in a Deed of Assignment dated 4th November 2003 between Eastonville Traders Limited (1) Savilles Auto Village Limited (2) Charles Hurst Motors

Name of company

* insert full name
of company

Lookers Plc

Limited (3) and Lookers plc (4).

Charles Hurst Limited	1 Carn Court Road, Portadown, County Armagh as more particularly described in a Lease dated 28th August 2008 made between Cecil Alexander Haffey & Ann Rosemary Haffey (1) Charles Hurst Motors Limited (2) and Charles Hurst Limited (3).
Charles Hurst Limited	27 Boucher Road, Belfast the unregistered leasehold portion of which is held under a Lease dated 8th May 1974 made between The Lord Mayor Alderman & Citizens of the City of Belfast (1) Maxbro Limited (2) and a Lease dated 3rd August 1990 between The Lord Mayor Alderman & Citizens of the City of Belfast (1) and Neville Johnston (Garages) Limited (2)

Part III – Registered Land

Name of Chargor	Description and address	Folio Number
Charles Hurst Limited	2 Donnybrewer Road, Campsie, Londonderry	LY80490 and 18307 both County Londonderry
Charles Hurst Limited	Site at Dunmurry Industrial Estate, County Antrim	AN32801 and 26065 both County Antrim
Charles Hurst Limited	10 Comber Road, Newtownards, County Down	DN61900 County Down
Charles Hurst Limited	62 Boucher Road, Belfast	AN131514L, AN129979L, AN114868L all County Antrim
Charles Hurst Limited	209 Knock Road, Belfast	DN12138 & 6122 both County Down
Charles Hurst Limited	6 Balloo Avenue, Bangor	DN 7843L County Down
Charles Hurst Limited	27 Boucher Road, Belfast	AN115479L County Antrim

Company number

00111876

Name of company

* insert full name
of company

Lookers Plc

Schedule 2 – Current Accounts

Name of Chargor	Account bank	Sort code	Account number
Charles Hurst Limited	Bank of Scotland Plc	80-11-80	00755431
	Clydesdale Bank Plc	82-62-30	00025726
	Northern Bank Limited	95-01-09	51000020
	The Governor and Company of the Bank of Ireland	90-02-95	50646424
	The Governor and Company of the Bank of Ireland	90-02-95	53686413
	The Governor and Company of the Bank of Ireland	90-02-95	53686683
	The Governor and Company of the Bank of Ireland	90-02-95	53686747
	The Governor and Company of the Bank of Ireland	90-02-95	53686923
Charles Hurst Holdings Limited	Northern Bank Limited	95-01-09	51000012
	The Governor and Company of the Bank of Ireland	90-02-95	50646723

Name of company

* insert full name
of company

Lookers Plc

Schedule 3 – Shares

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Lookers plc	The Charles Hurst Corporation Limited (company number NI013590)	1,164,588 deferred cumulative preference shares of £1.00 each 240,000 deferred ordinary shares of £1.00 each 240,000 shares of \$0.001 each	N/A
The Charles Hurst Corporation Limited	Charles Hurst Holdings Limited (company number NIR000134)	2,161,389 ordinary 25p shares	N/A
	Sarcon (No. 312) Limited (company number NI071326)	100 ordinary shares of £1 each	N/A
Charles Hurst Holdings Limited	Charles Hurst Limited (company number NI004882)	95,500 ordinary £1.00 shares	N/A
	Balmoral Motors Limited (company number NIR00284)	100,000 5.25% cumulative preference shares of £1.00 each 2,900,000 ordinary shares of 10p each	N/A
	Hurst Fuels (Caledonia) Limited (company number SC029957)	28,000 ordinary shares of £1.00 each	N/A
	Adelaide Finance Limited (company number NI009917)	100 ordinary shares of £1.00 each	N/A
	Hurst Energy Services Limited (company number SC048315)	100 ordinary shares of £1.00 each	N/A
	Ulster Garages Limited (company number NI004551)	35,000 ordinary shares of £1.00 each	N/A

	Arran Oils Limited (company number SC050170)	1,000 ordinary shares of £1.00 each	N/A
Charles Hurst Limited	Bairds Cars Limited (company number NI012793)	30,000 ordinary shares of £1.00 each	N/A
	J.N. Holdings Limited (company number SC118294)	80,000 ordinary shares of £1.00 each	N/A
		120,000 ordinary 'A' shares of £1.00 each	N/A
		565,001 'A' preference shares of £1.00 each	N/A
		500,201 'B' preference shares of £1.00 each	N/A
Sarcon (No. 312) Limited	Charles Hurst Motors Limited (company number NI 025262)	1,237,500 ordinary shares of £1.00 each	N/A



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 111876
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29 MAY 2009
AND CREATED BY LOOKERS PUBLIC LIMITED COMPANY FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
OBLIGORS TO THE SECURED PARTIES UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11
JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JUNE 2009



Companies House
— for the record —

H.C. mel.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES