

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Bank of Scotland PLC	
Address	The Mound, Edinburgh	
Postcode	E H 1 1 Y Z	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1 By way of legal mortgage all estates or interests in the freehold and leasehold described in the Schedule together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property</p> <p>2 By way of a fixed charge</p> <p>(a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,</p> <p>(b) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,</p> <p>(c) all present and future plant and machinery not otherwise charged under Clause 2 of the Debenture and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress),</p> <p>(d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,</p> <p>(e) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts,</p> <p>(Please see continuation sheet)</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X DWF LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Short particulars

- (f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,
- (g) all the Company's goodwill and uncalled capital for the time being,
- (h) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under paragraph 2 (e)), and
- (i) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest)
- (3) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by Clause 2 of the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 2 (a) to (i) above)
- (4) all the rights, title and interest of the Company in and to any interest rate hedging agreements entered into by any person
- (5) (insofar as they are capable of being assigned by the way of security) all the right, title and interest of the Company in and to any arrangement to which the Company is party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture

Negative Pledge

The Company will not without the previous written consent of the Security Trustee acting in accordance with the Intercreditor Deed, create or attempt to create or permit to subsist, other than in respect of a Permitted Encumbrance, any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets

Definitions

"Assets" shall mean 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 charged to the Security Trustee under the Debenture,

"BoS" means Bank of Scotland PLC

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Definitions

"**Capital Lenders**" means any one or more of Capital Bank Plc, Capital Bank Leasing 1 Limited, Capital Bank Leasing 2 Limited, Capital Bank Leasing 3 Limited, Capital Bank Leasing 4 Limited, Capital Bank Leasing 5 Limited, Capital Bank Leasing 6 Limited, Capital Bank Leasing 7 Limited, Capital Bank Leasing 8 Limited, Capital Bank Leasing 9 Limited, Capital Bank Leasing 10 Limited, Capital Bank Leasing 11 Limited, Capital Bank Leasing 12 Limited, ILC Asset Finance Limited, ILC Harvest Finance Limited, ILC Leasing Limited and ILC Operating Leasing Limited,

"**Intercreditor Deed**" means the intercreditor and security trust deed dated on or about the date of the Debenture and made between the Company, the Lending Bank, the Vehicle Funders and the Security Trustee,

"**Lending Bank**" means Bank of Scotland Plc in its capacity as lender under the Working Capital Facility Letter,

"**Lombard**" means Lombard North Central Plc,

"**LVM Parties**" means Lombard Vehicle Management Limited, Lombard Vehicle Management (1) Limited, Lombard Vehicle Management (2) Limited and Lombard Vehicle Management (3) Limited,

"**Permitted Encumbrance**" means

any Encumbrance in favour of a bank or financier which has become a party to the Intercreditor Deed as a Vehicle Funder and/or Lending Bank provided that such Encumbrance creates (i) fixed and floating charges over assets which are respectively subject to fixed and floating charges in favour of the Vehicle Funders and (ii) charges on no other assets,

in favour of any other bank or financier,

"**properties**" means at any time the freehold, heritable and leasehold properties of the Company at that time,

"**Secured Parties**" means the Security Trustee, the Lending Bank and the Vehicle Funders and "**Secured Party**" means any of them,

"**UDT**" means United Dominions Trust Limited (Company Registration No 184739) whose registered office is at 25 Gresham Street, London, EC2V 7HN,

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"**Vehicle Funders**" means any one or more of Lombard, the LVM Parties, BoS, the Capital Lenders, UDT and any bank or financier which has become a party to the Intercreditor Deed as a Vehicle Funder, and

"**Working Capital Facility Letter**" means the facility letter issued by the Lending Bank to, and countersigned by way of acceptance by, among others, the Company in relation to the provision by the Lending Bank of a revolving credit facility of up to £30,000,000 as amended from time to time

The Schedule

County and District (or London Borough)	Title No.(s) (if registered land)	Address or Description



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 344127
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH
2010 AND CREATED BY PREMIERFIRST VEHICLE RENTAL
FRANCHISING LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE SECURED
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
9 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 APRIL 2010

Dx
JF.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES