

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge**395**Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering* insert full name
of company

To the Registrar of Companies

For official use

Company number

[B][I][I][I]

431045

Name of company

* Manchester Garages Limited

Date of creation of the charge

3rd August 1990

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

A deed of debenture (the "Debenture") dated 3rd August 1990 made by the Company in favour of Citibank, N.A. (the "Security Trustee", which expression shall include its successors, transferees and assigns), on behalf of the Beneficiaries creating fixed and floating charges.

Amount secured by the mortgage or charge

All monies which are on or after the date of the Debenture (whether on or at any time after any demand) or may be or become due, payable, owing or incurred by the Company to any of the Beneficiaries under or pursuant to any of the Facility Documents or any of the Consortium Documents to which the Company is a party and all liabilities of the Company, whether actual or contingent and whether alone or jointly with others, as principal, guarantor, surety or otherwise and in whatever name or style together with interest, discount, commission and other banking charges arising under or otherwise in connection with any of the Facility Documents or any of the Consortium Documents and all other monies and liabilities payable or to be discharged by the Company under or pursuant to the Debenture (together the "Secured Obligations").

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

Citibank, N.A. (as Security Trustee for the Beneficiaries) of Cottons
Centre, Hay's Lane, London

Postcode

SE1 2QT

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

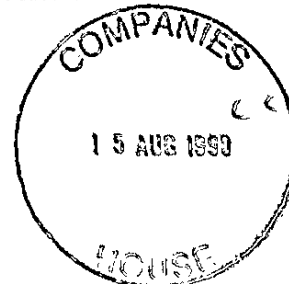
Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

Ref: JMW/C0828/1185/MJA

For official Use
Mortgage Section**REGISTERED**

15 AUG 1990

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See Continuation Sheet

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance (MSA/JMW) Date 15 August 1990

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

† delete as
appropriate

Notes

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

Page 2

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number

431045

Name of company

Manchester Garages

Limited"

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

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

Please do not
write in this
binding margin

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

Please do not
write in this
binding margin

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

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

For the purpose of securing, as a continuing security, the Secured Obligations, the Company as beneficial owner has by the Debenture charged, with the payment and discharge of the Secured Obligations, in favour of the Security Trustee on behalf of and as trustee for the Beneficiaries:-

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

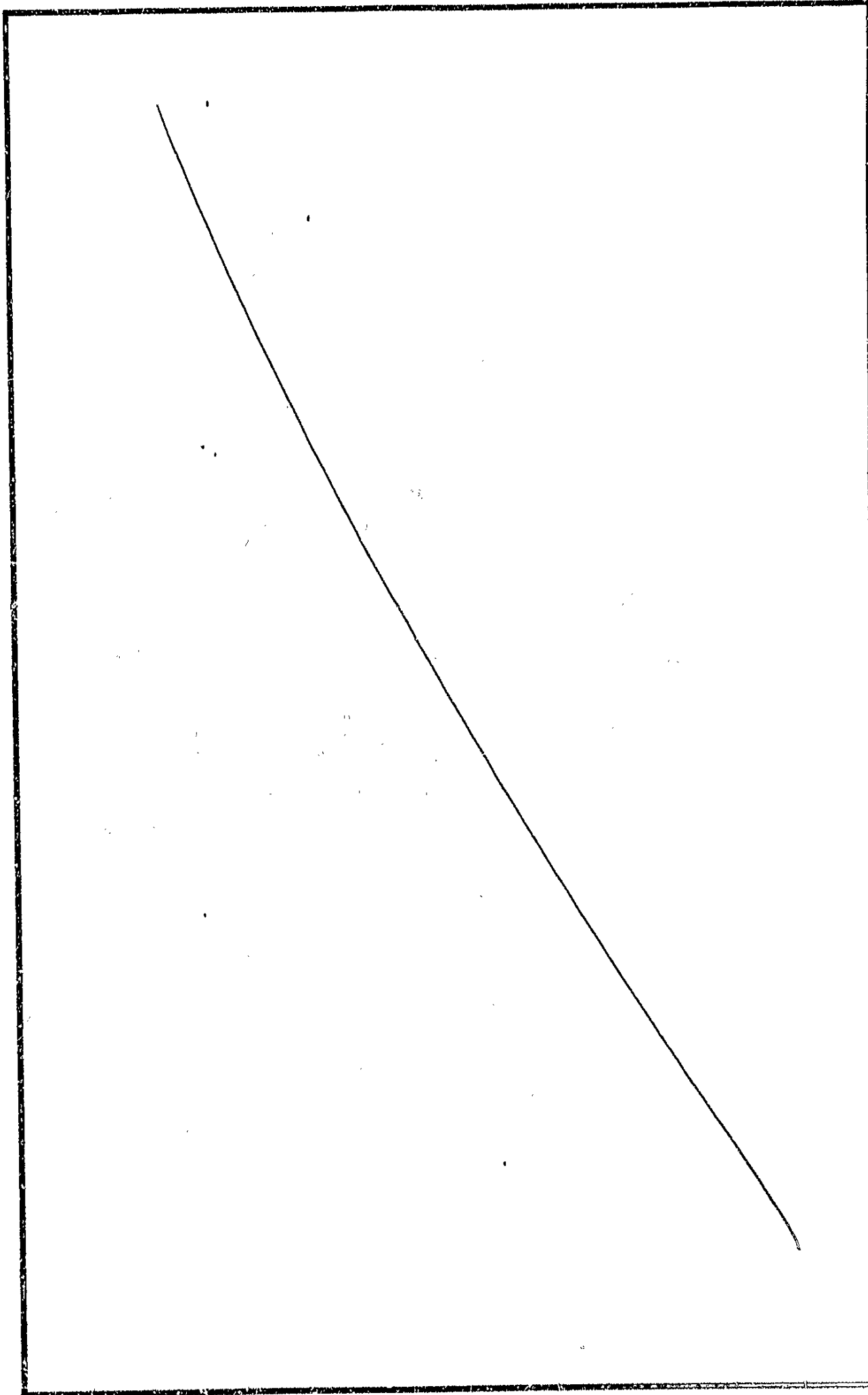
1. By way of first fixed charge (which so far as it relates to land in England and Wales and Northern Ireland vested in the Company or its nominee at the date of the Debenture shall be a charge by way of legal mortgage) the following, namely:-

- (a) all estates, rights and other interests in freehold property and leasehold property (a) having a term, on the date of the Debenture, of more than 25 years unexpired (or more than 25 years unexpired at the date of acquisition) or (b) of whatever term if the value attributable thereto, on the basis of a good faith valuation by the management of the Company on the basis of an arms length purchase price thereof is greater than £50,000 or (c) any freehold and leasehold property of whatever term or other property or estate, right or interest in property acquired after the date hereof and over which a mortgage is executed and delivered pursuant to Clause 4 of the Debenture, now or hereafter belonging to the Company or its nominee (including, without limitation the registered land and unregistered land, if any, in England and Wales of which the Company or its nominee is the registered proprietor or owner specified or referred to in Schedule 1 to the Debenture) and all buildings, trade and other fixtures, fixed plant and machinery from time to time on any such freehold property and charged or other leasehold property and any such other property or estate, right or interest in property (hereinafter collectively referred to as "the Real Property");
- (b) all the right, title and interest of the Company to and in any proceeds of any present or future insurance of any or all of the Real Property and of any other assets required to be insured under the Debenture or under any of the Facility Documents;
- (c) all present or future banking accounts (other than the Excluded Accounts) of the Company (howsoever designated) with any bank or financial institution (including without limitation, the Security Trustee or any of the Beneficiaries) situate in any jurisdiction and any and all monies from time to time standing to the credit thereof;
- (d) all book and other debts and monetary claims now or at any time hereafter due or owing to the Company, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims (excluding however, banking accounts of the Company within (c) above);
- (e)
 - (i) all of the Shares now or at any time hereafter in existence;
 - (ii) all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any person now or at any time hereafter belonging to the Company;
 - (iii) the certificates representing the shares referred to in this part (e); and
 - (iv) all dividends, cash, instruments, interest and other income, property or proceeds and all other rights deriving from or incidental to any of the foregoing including all shares and other securities, rights, monies and other property (collectively referred to as "Derivative Assets") accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution,

Please do not
write in this
binding margin

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

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



Please do not
write in this
binding margin

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

- conversion, preference, option or otherwise
in respect of the same;
- (f) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the Directors of the Company or by a Receiver appointed hereunder or a liquidator);
 - (g) all current and future rights in any intellectual property or similar rights including (without limitation) patents, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing, the right to apply for any of the foregoing in any part of the world, improvements, prolongations and extensions of any of the foregoing, moral rights, inventions, confidential information, know-how, and rights of like nature arising or subsisting anywhere in the world, in relation to all of the foregoing, whether registered or unregistered, the benefit of all licences of any of the foregoing together with all fees royalties or other rights derived from any of the foregoing (hereinafter collectively referred to as "the Intellectual Property"), but excluding those parts of the Intellectual Property (if any) referred to in parts (h) and (i) below;
 - (h) all interests or rights of the Company arising under the licence agreements specified or referred to in Schedule 3 Part A of the Debenture;
 - (i) those parts of the Intellectual Property specified or referred to in Schedule 3 Part B of the Debenture;
 - (j) all plant and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress and all trade and other fixtures and fixed plant and machinery charged pursuant to part (a) above);
 - (k) all chattels (other than vehicles rented by or leased by the Company and other items within such vehicles or affixed thereto) now or at any time hereafter owned by the Company and hired, leased or rented by the Company to any other person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract; and
 - (l) all amounts realised upon the enforcement or execution of any order of the Court under Sections 238, 239 or 244 of the Insolvency Act 1986;

Provided that the charge identified in part (c) above shall not in respect of any account held by any of the Beneficiaries extend for the benefit of the Beneficiary holding such account

By way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively charged to the Security Trustee by way of first mortgage or fixed charge as referred to in paragraph 1 above or otherwise effectively charged pursuant to the Debenture.

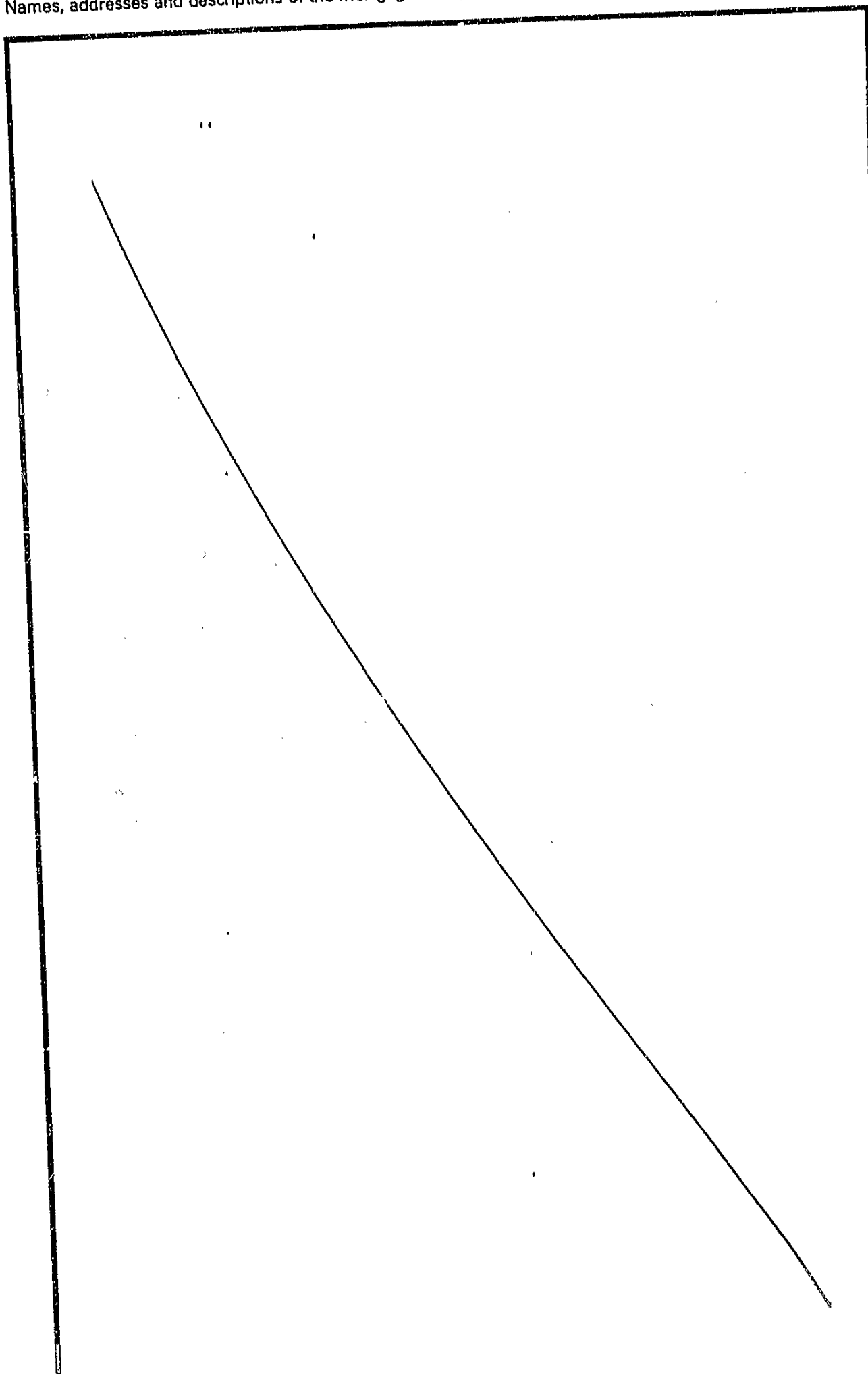
The security from time to time constituted by or pursuant to the Debenture shall:-

- (a) remain in full force and effect as a continuing security until the Secured Obligations have been, in the opinion of an Instructing Group, satisfied in full;
- (b) not extend to any monies held by Citibank N.A. in account number 6016693 pursuant to the Loan Note Guarantee facility agreement dated 24th August, 1989, the credit balance of which is charged in favour of Citibank, N.A.

Please do not
write in this
binding margin

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

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



4. Prohibitions Affecting the Property

The Debenture contains certain covenants by the Company in relation to the Real Property.

5. Negative Pledge

The Company has in the Debenture covenanted with the Security Trustee that the Company will not at any time during the subsistence of the security constituted by or pursuant to the Debenture create or permit to subsist any encumbrance over all or any of its present or future revenues or assets other than any Permitted Encumbrance without the specific prior written consent of the Security Trustee.

6. Disposals

The Company has in the Debenture covenanted with the Security Trustee that the Company will not at any time during the subsistence of the security constituted by or pursuant to the Debenture without the prior written consent of the Security Trustee save for the disposals excluded from this restriction under Clause 3(b) of the Debenture sell lease, transfer, licence or otherwise dispose of, by one or more transactions or series of transactions (whether related or not), the whole or any part of its assets or its revenues.

7. Perfection of Security and Further Assurance

Clause 4 of the Debenture contains a covenant by the Company to perfect any security created by or pursuant to the Debenture at the request of the Security Trustee and a covenant for further assurance.

8. Appointment of Receiver

The Debenture confers a power on the Security Trustee to appoint a Receiver of the Company's assets and undertakings subject to the security created by or pursuant to the Debenture.

9. Insurance

The Debenture contains a covenant by the Company to insure certain of the Company's assets and undertakings subject to the security created by or pursuant to the Debenture.

10. Conversion of Floating Charge

The Security Trustee is entitled at any time by notice in writing to the Company to convert the floating charge referred to in paragraph 2 above into a fixed charge affecting all or any part of the property and assets which for the time being are the subject of such floating charge.

11. Definitions

"Agent" means Citicorp Investment Bank Limited and any sub-agent appointed pursuant to Clause 56.09 of the Facility Agreement and their respective successors, transferees and permitted assigns in accordance with their respective interests;

"Banking Group" means, in relation to any Bank, such Bank and each of its affiliates which is a party to the Facility Agreement or the Deposit Agreement (as defined in the Facility Agreement) from time to time;

"Banks" means each of the financial institutions named in Part 1 of the Second Schedule to the Facility Agreement, each member of their respective Banking Groups and each person to whom a Bank has transferred or assigned any right or obligation in accordance with Clause 59 of the Facility Agreement;

"Beneficiaries" at any time means the Co-Arrangers, the Agent, the Security Trustee, the Swap Providers, the Banks and each member of each Banking Group at that time;

"Co-Arrangers" means Citibank, N.A. and Société Générale;

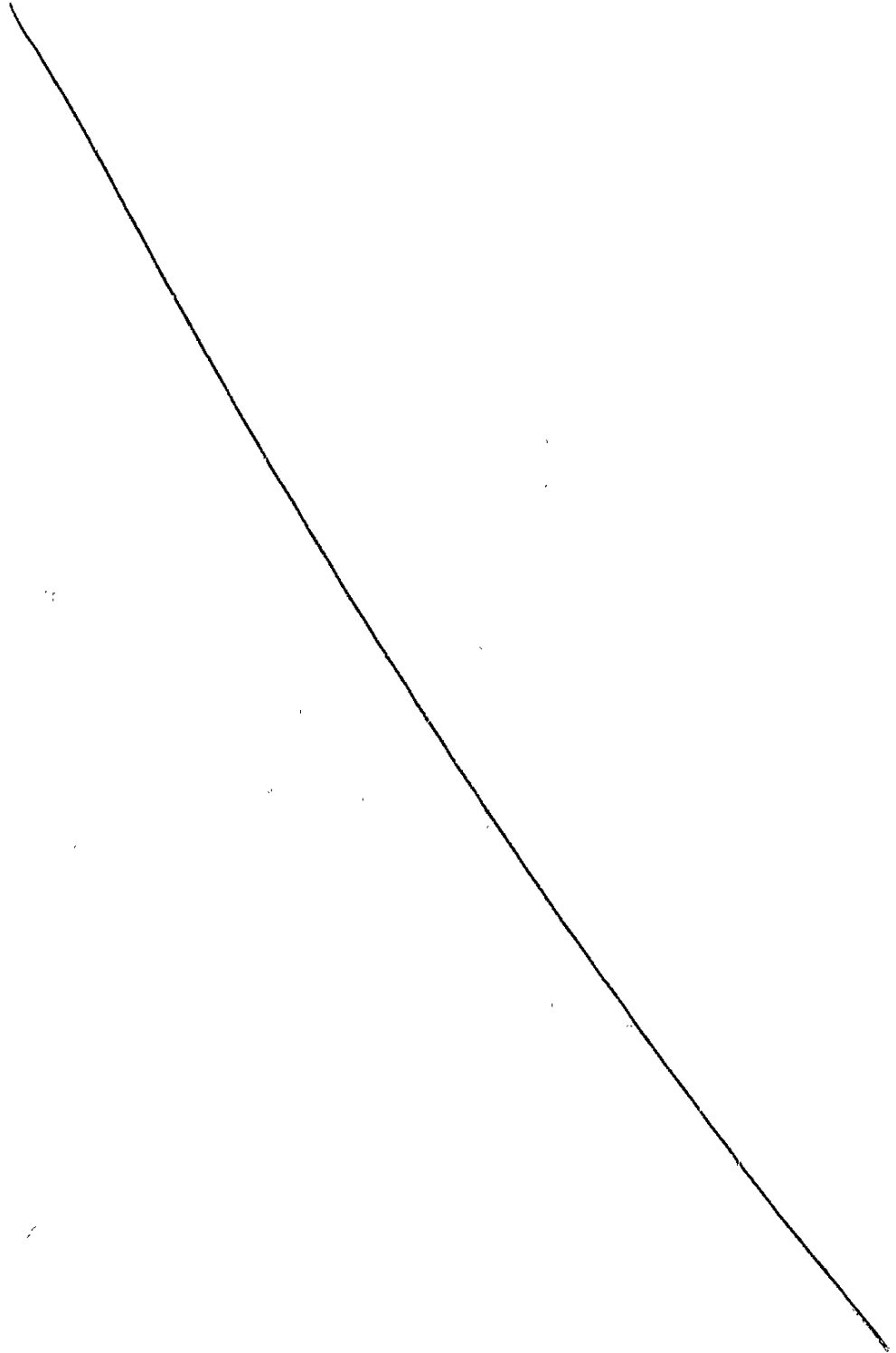
"Consortium Documents" shall bear the meaning ascribed to it in the Facility Agreement;

"Excluded Accounts" means the banking accounts of the Company as provided in Schedule 4 to the Debenture;

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

Do not
write in this
binding margin

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



"Facility Agreement" means a loan agreement dated 3rd August, 1990 and made between Cilva Holdings PLC and certain of its subsidiaries as borrowers and guarantors, the Co-Arrangers, the Agent, the Security Trustee and the financial institutions named therein;

"Facility Documents" shall bear the meaning ascribed to it in the Facility Agreement;

"Group" means Cilva Holdings PLC and its subsidiaries at the relevant time;

"Instructing Group" shall bear the meaning ascribed to it in the Facility Agreement;

"Permitted Encumbrance" means:-

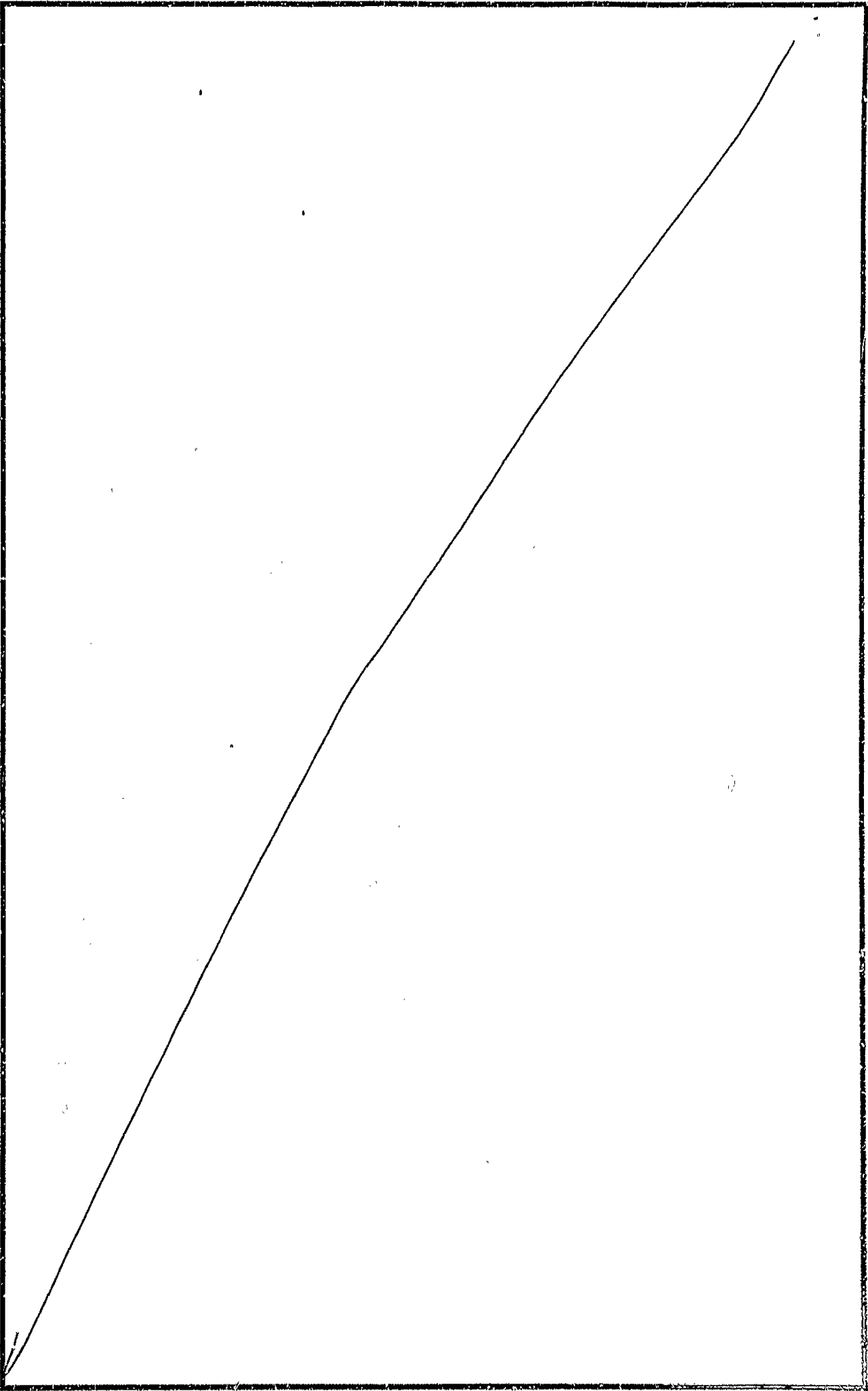
- (i) any encumbrance created with the prior written consent of an Instructing Group or permitted by the express provisions of Clauses 11.12 or 11.14 of the Facility Agreement;
- (ii) any encumbrance arising pursuant to an order of attachment or injunction restraining disposal of assets or similar legal process arising in connection with court proceedings being contested by the relevant member of the Group in good faith with a reasonable prospect of success;
- (iii) any encumbrance arising solely by operation of law in the ordinary course of business or contained in any contract for the purchase or sale of goods or services entered into in the ordinary course of the trade of the company creating the same and which does not secure indebtedness for borrowed money;
- (iv) any encumbrance created pursuant to any of the Security Documents (as defined in the Facility Agreement);
- (v) any encumbrance created in favour of the Loan Note Guarantor (as defined in the Facility Agreement);
- (vi) any banker's rights of set-off or netting against amounts credited to accounts held by Group members for outstandings or liabilities of itself or other Group members pursuant to any agreement entered into between a member of the Group and a financial institution or any banker's lien created in respect of any such netting arrangements or pursuant to a bank's standard account opening documentation, the terms of which, in each case, have been approved by the Security Trustee in writing;
- (vii) any encumbrance over vehicles and/or the benefit of any lease or hiring contract entered into in respect of any such vehicle securing Existing Non-Syndicate Indebtedness or Manufacturer Borrowings (in each case as defined in the Facility Agreement) used to finance such vehicles or the vehicles which are the subject matter of such lease or hiring contract; and
- (viii) any encumbrance over the assets of a company which is acquired by the Company or by any other member of the Group after the date of the Debenture pursuant to Clause 46.02(ix) of the Facility Agreement, which (a) was subsisting at the date of such acquisition, (b) was created by the party from which such assets were acquired (or, in the case of a company becoming a subsidiary of the Company or any member of the Group was created by that company) without the consent, implied or actual, of the Company or the relevant member of the Group and (c) was not created in contemplation of or otherwise in connection with such acquisition provided that the amount of indebtedness secured by such an encumbrance shall be within the limits specified by Clause 46.02(ix) of the Facility Agreement and the type of indebtedness secured by such encumbrance shall not be changed after the date of such acquisition; and

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

Please do not
write in this
binding margin

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

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



Please do not
write in this
binding margin

"Shares" means the shares or capital stock referred to in the Second Schedule to the Debenture.

"Swap Providers" means each of Citicorp Investment Bank Limited, Société Générale and Commerzbank A.G. in their capacity as counterparties to the interest rate and currency exchange agreements entered into with Cilva Holdings PLC and each dated 29th September 1989.

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

JMW53N.32

FILE COPY



CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE

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

I hereby certify that a mortgage or charge dated the 3rd AUGUST 1990
and created by MANCHESTER GARAGES LIMITED

for securing all moneys due or to become due from the Company to CITIBANK
N.A. [AS SECURITY TRUSTEE FOR THE BENEFICIARIES] OR TO ANY OF THE
BENEFICIARIES PURSUANT TO ANY OF THE FACILITY DOCUMENTS OR ANY OF THE
CONSORTIUM DOCUMENTS AS DEFINED IN THIS DEED

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 15th AUGUST 1990

Given under my hand at the Companies Registration Office,
Cardiff the 21st AUGUST 1990

No. 431045

A handwritten signature in black ink, appearing to read 'P. Jones'.

P. JONES
an authorised officer

C.69

c 39
21/8/90