

MG01

Particulars of a mortgage or charge

645750/13



Please return

via

CH London Counter

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ What this form is for

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ What this form is NOT for

You cannot use this form to  
register particulars of a charge for  
company. To do this, please  
use form MG01s

TUESDAY



\*L222RXP\*

LD6

12/02/2013

#22

COMPANIES HOUSE

8

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

1 Company details

Company number 0 0 8 0 2 4 8 6

Company name in full Avis Budget UK Limited (the **Assignor**)

2 Date of creation of charge

Date of creation d2 d9 m0 m1 y2 y0 y1 y3

3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security assignment dated 29 January 2013 entered into between (1) the Assignor and (2)  
Lombard North Central plc (the **Security Assignment**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The liabilities of the Obligors to Lombard under or pursuant to the  
Finance Documents (the **Secured Liabilities**)

Continuation page

Please use a continuation page if  
you need to enter more details

Note Capitalised terms not defined on this page are defined in the  
Continuation sheet attached

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## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Lombard North Central plc ( <b>Lombard</b> )	
Address	3 Princess Hill, Redhill	
Postcode	R H 1 1 N P	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	See the MG01 Continuation Sheet attached	

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7	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	<b>Delivery of instrument</b>	
	<p>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 870)</p> <p>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 866) 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)</p>	
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X SNR Denton UK LLP. X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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Particulars of a mortgage or charge



**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Richard Smith/70001 00955

Company name SNR Denton UK LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone +44 (0)20 7246 7644



**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



**Important information**

Please note that all information on this form will appear on the public record



**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1 Creation of Security</b></p> <p><b>1.1 Assignment</b></p> <p>The Assignor assigned all its rights, title and interest and benefit from time to time in the Buyback Contracts absolutely by way of security to Lombard</p> <p><b>1 2 Trust</b></p> <p>If or to the extent that the assignment of any Buyback Contract is prohibited, the Assignor holds it on trust for Lombard</p> <p><b>2 Nature of Security Created</b></p> <p>The Security created under the Security Assignment was created</p> <p>(a) as a continuing security to secure the payment and discharge of the Secured Liabilities,</p> <p>(b) in favour of Lombard, and</p> <p>(c) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Assignor does not know and could not reasonably be expected to know about them)</p> <p><b>3 Negative Pledge</b></p> <p>In the Security Assignment, the Assignor undertook, except as permitted by the Override Agreement, not to create or permit to subsist any Security over any Buyback Contract</p> <p><b>4 Definitions</b></p> <p>In this form MG01</p> <p><b>Buyback Contracts means</b></p> <p>(a) the agreements listed in Schedule 1 (<i>Buyback Contracts</i>) to the Security Assignment (as set out in Schedule 1 (<i>Buyback Contracts</i>) to this form MG01) including any amendments or supplements thereto,</p> <p>(b) any other contract entered into or otherwise made between the Assignor and an OEM pursuant to which the OEM must (subject to the terms of the relevant</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>agreement) purchase a vehicle supplied by it to the Assignor that may from time to time be identified in writing by Lombard and the Assignor as a Buyback Contract, and</p> <p>(c) all Related Rights</p> <p><b>Finance Documents</b> means the Override Agreement, the Master Lease Purchase Agreement, the Buyback Assignment, the Guarantee (as each such term is defined in the Override Agreement) and any other document designated in writing as a Finance Document by Lombard and the Assignor</p> <p><b>Lombard</b> means Lombard North Central plc</p> <p><b>Master Lease Purchase Agreement</b> means the master lease purchase agreement dated 29 January 2013 entered into between the Assignor and Lombard</p> <p><b>Obligors</b> means the Assignor and any person who is a guarantor of the obligations of any Borrower (as such term is defined in the relevant Finance Document) under the Finance Documents</p> <p><b>OEM</b> means a vehicle manufacturer together with its affiliates (or any of them as the context allows)</p> <p><b>Override Agreement</b> means the override agreement dated 29 January 2013 entered into between, among others, the Assignor and Lombard</p> <p><b>Related Rights</b> means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any income, moneys and proceeds paid or payable in respect of that asset</p> <p><b>Security</b> means a mortgage, charge, pledge, lien or assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p>	

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Please give the short particulars of the property mortgaged or charged

## Short particulars

<b>Parties</b>	<b>Date of Buyback Contract</b>
Kia Motors (UK) Limited and Avis Budget UK Limited (formerly Avis Rent A Car Limited)	2 March 2012
Hyundai Motor UK Limited and Avis Budget UK Limited (formerly Avis Rent A Car Limited)	20 November 2012



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

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

**COMPANY NO. 802486  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
29 JANUARY 2013 AND CREATED BY AVIS BUDGET UK  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE OBLIGORS TO LOMBARD NORTH CENTRAL  
PLC (LOMBARD) 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 12 FEBRUARY  
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 FEBRUARY  
2013

L.C.



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**