

# MG01

## Particulars of a mortgage or charge

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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 NO**  
You cannot use this form  
particulars of a charge if  
company To do this, please  
form MG01s

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A18  
\*ATU9CYR7\*  
28/10/2011 150  
COMPANIES HOUSE  
for official use

### 1 Company details

Company number 0 0 8 2 9 4 1 3

Company name in full Eurofleet Rental Limited  
(the "Chargor")

→ Filing in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation 1 0 1 0 2 0 1 1

### 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 Composite Mortgage Debenture given by Centuron Truck Rental Ltd, Intercounty Truck and Van Limited, Intercounty Vehicle Contracts Limited, West Pennine Trucks Limited, Montracon Limited, Commercial Vehicle Auctions Limited, Eurofleet Rental Limited and Southern Plant Ltd (together the "Chargors") to The Governor and Company of the Bank of Ireland (the "Security Trustee" as security trustee for the Secured Parties) (the "Debenture")

### 4 Amount secured

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

Amount secured 10  
Pursuant to the Debenture, the Chargor covenants to pay or  
otherwise discharge all Obligations from time to time due by each of  
the Chargors to the Finance Parties, in each case when they become  
due for payment or discharge in accordance with their respective  
terms. In the absence of any specific term for payment or discharge  
applying to all or any part of such Obligations, the relevant  
Obligations shall be repayable on demand in writing by the relevant  
Finance Party

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

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### Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	For the avoidance of doubt the Obligations covenanted to be paid by the Chargor under Clause 2 of the Debenture (Payment of Secured Obligations) will include all amounts whether in respect of principal, interest, broken funding costs, amounts due under hedging contracts, costs, fees, expenses and charges and all amounts payable or to be paid by the Chargor under any provision of any Finance Document	

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## 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Governor and Company of the Bank of Ireland	
Address	40 Mespil Road, Dublin 4	
	Ireland	
Postcode		
Name		
Address		
Postcode		

**6****Short particulars of all the property mortgaged or charged**

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	<p><b>1 CREATION OF SECURITY</b></p> <p>1 1 Pursuant to the Debenture, the Chargor (in respect of those assets which are owed by or vested in that Chargor)</p> <p>1 1 1 CHARGES by way of legal mortgage the Secured Real Property,</p> <p>1 1 2 CHARGES by way of legal mortgage all Real Property (other than the Secured Real Property) now vested in the Chargor,</p> <p>1 1 3 CHARGES BY WAY OF FIRST FIXED CHARGE all Real Property acquired by the Chargor after the date of the Debenture,</p> <p>1 1 4 CHARGES BY WAY OF FIRST FIXED CHARGE and ASSIGNS BY WAY OF FIRST FIXED SECURITY ASSIGNMENT all the Rights which it now has and all of the Rights which it obtains at any time in the future in</p> <p>(a) the Chattels,</p> <p>(b) the Investments,</p> <p>(c) the Insurances and the Insurance Proceeds,</p> <p>(d) the Contracts,</p> <p>(e) the Accounts and the Deposits,</p> <p>(f) the Intellectual Property,</p> <p>(g) the Debts,</p> <p>(h) all of the Chargor's goodwill and uncalled capital,</p> <p>(i) the Leases and the Rental Income,</p> <p>(j) the Licences,</p> <p>(k) the Guarantees,</p> <p>(l) the Construction Rights, and</p> <p>(m) any Rights accruing to, derived from or otherwise connected with any of the Charged Assets (including, without limitation, any income associated with or generated by a Charged Asset and the proceeds of any Disposal of a Charged Asset), and</p> <p>1 1 5 CHARGES BY WAY OF A FIRST FLOATING CHARGE all of its property, undertaking and all its present and future assets including, for the avoidance of doubt, all or any part of the assets of the Chargor expressed to be subject to a Security Interest described in any of the foregoing provisions of paragraph 1 1 of this Form MG01 to the extent that same fails (for whatsoever reason) to take effect as such</p>	

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## Particulars of a mortgage or charge

<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
Short particulars	<p>1 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture</p> <p>1 3 The floating charge described in paragraph 1 1 5 of this Form MG01</p> <p>1 3 1 shall automatically crystallise and be converted into a fixed charge if</p> <p>(a) the Chargor ceases to carry on all or any material part of its business without the prior consent in writing of the Security Trustee, or</p> <p>(b) a petition is presented, any resolution is proposed (whether or not passed) or any order is made for, in each case, the liquidation or winding up of the Chargor,</p> <p>(c) an Administrator or Receiver is appointed, or</p> <p>(d) a Finance Party receives notice of an intention to appoint an Administrator or a Receiver, or</p> <p>(e) any property, assets or undertaking of the Chargor shall (i) become subject to a Security Interest in favour of any person other than a Finance Party or (ii) be the subject of a Disposal (in each case save as otherwise permitted pursuant to the terms of any Finance Documents or where the Security Trustee has given its prior consent in writing), or</p> <p>(f) upon the occurrence of an Event of Default save where the Security Trustee notifies the relevant Chargor in writing otherwise, and</p> <p>1 3 2 shall crystallise and be converted into a fixed charge if the Security Trustee shall serve a notice in writing on the Chargor specifying the identity of the assets in respect of which such floating charge has crystallised and, for the avoidance of doubt</p> <p>(a) such notice may be served whether or not the Security Trustee makes demand under Clause 2 of the Debenture (Payment of Secured Obligations) and whether or not an Event of Default shall have occurred, and</p> <p>(b) the Security Trustee may exercise the Rights described in paragraph 1 3 2 of this Form MG01 more than once,</p> <p>and in each such case, forthwith upon crystallisation, the Chargor shall no longer be at liberty to dispose of the assets which are the subject of such crystallisation without the express consent in writing of the Security Trustee</p> <p>1 4 For the purposes of crystallisation as described above the time of crystallisation shall be deemed to be</p> <p>1 4 1 in respect of crystallisation in the manner described in paragraph 1 3 1 of this Form MG01, immediately prior to the relevant event occurring,</p> <p>1 4 2 in respect of crystallisation in the manner described in paragraph 1 3 2 of this Form MG01, at the time such notice is deemed to have been served in accordance with the provisions of Clause 16 (Notices) of the Debenture,</p> <p>1 5 Pursuant to the Debenture, the Chargor applies to the Chief Land Registrar for the registration of the following restriction on the Register of Title to any Secured Real Property registered at HM Land Registry (and against any title to any unregistered property comprised in the Secured Real Property which is or ought to be the subject of a first registration of title at HM Land Registry at the date of the Debenture)</p> <p>"No disposition of the registered estate by the registered owner of the registered estate is to be registered without a written consent signed by the registered owner for the time being of the charge dated [ ] (the "Charge") in favour of [Insert details of Security Trustee] referred to in the charges register or, if appropriate, signed on such registered owner's behalf by its secretary or conveyancer",</p> <p>and the Chargor further authorises the Security Trustee to make all such applications which may be required in order register such restriction on behalf of the Chargor</p>

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## Particulars of a mortgage or charge

<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	
Short particulars	<p>1 6 With respect to the Construction Rights which have been charged and assigned in the manner described in paragraph 1 1 4 of this Form MG01, production of the Debenture to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Security Trustee</p> <p>2 FURTHER ASSURANCE</p> <p>Pursuant to the Debenture, the Chargor covenants that it will, at its own expense, create all Security Interests, execute all documents, give all notices, effect all registrations (whether, at Companies House, HM Land Registry, any other relevant asset registry or otherwise), deposit all documents and do all other things as the Security Trustee may require from time to time in order to</p> <p>(a) ensure that it has effective mortgages, fixed charges, security assignments and floating charges as contemplated by paragraph 1 1 of this Form MG01, and</p> <p>(b) facilitate the enforcement of the security constituted by the Security Documents, the realisation of the Charged Assets or the exercise of any Rights held by any Finance Party or any Receiver under or in connection with any Finance Document</p> <p>3 POWER OF ATTORNEY</p> <p>3 1 Pursuant to the Debenture, the Chargor, by way of security, irrevocably appoints each of the Security Trustee and any Receiver severally to be its attorney</p> <p>3 1 1 to do anything which the Chargor is obliged to do under any Finance Document, and</p> <p>3 1 2 to exercise any of the Rights conferred on the attorney by any Finance Document</p> <p>3 2 Pursuant to the Debenture, the Chargor irrevocably and unconditionally hereby ratifies and confirms and agrees that it shall ratify and confirm all things done and all documents executed by any such attorney in the exercise or purported exercise of all or any of its powers</p> <p>4 NEGATIVE PLEDGE</p> <p>4 1 Pursuant to the Debenture, the Chargor has agreed to ensure that the restrictions contained in this paragraph 4 are complied with at all times during the Security Period unless the Security Trustee agrees in writing to the contrary</p> <p>4 2 Pursuant to the Debenture, the Chargor has agreed no Security Interest other than a Permitted Security Interest will exist over, or in relation to, any Charged Asset</p> <p>4 3 Pursuant to the Debenture, the Chargor has agreed there will be no Disposal of any Charged Asset save that, prior to crystallisation of the floating charge described in paragraph 1 1 5 of this Form MG01, the Chargor may Dispose of any Charged Asset which is subject only to such floating charge in the ordinary course of business</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><b>5 DEFINITIONS</b></p> <p>In this Form MG01, the following defined terms shall have the meanings set out next to them</p> <p>"Accounts" means each account held by the Chargor (or held by a nominee on behalf of the Chargor) with any bank or other financial institution including any account designated as a realisations account for the proceeds of any Disposal of the assets of the Chargor,</p> <p>"Administrator" means one or more administrators of the Chargor appointed or to be appointed pursuant to the provisions of the Debenture or under any applicable provision of law,</p> <p>"Administrative Receiver" means one or more administrative receivers of the Chargor appointed or to be appointed pursuant to the provisions of the Debenture or under any applicable provision of law,</p> <p>"Charged Assets" means those assets which are, from time to time, the subject of the security described in paragraph 1 1 of this Form MG01,</p> <p>"Chattels" means (save to the extent that it is part of the stock-in-trade of the Chargor) all chattel items, plant, machinery, vessels, vehicles, furniture, fittings, computers and office and other equipment and utensils of the Chargor of whatsoever nature and wheresoever situate (both present and future), /</p> <p>"Contracts" means each contract, agreement, instrument, deed or other arrangement entered into between the Chargor and any person (other than a Finance Party) including all contracts for the maintenance and repair of any Charged Asset and any warranty relating to a Charged Asset,</p> <p>"Construction Rights" means</p> <p>a) all Rights of the Chargor relating to any covenant agreement or undertaking in relation to the construction and maintenance of all roads, pavements and utilities for services required in connection with any Real Property of the Chargor or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid,</p> <p>b) any Right, benefit or agreement made between the Chargor and the local authority or any other person pursuant to which the Chargor has been or may be granted rights of access or rights of way in relation to any Real Property of the Chargor, and</p> <p>c) all of the Chargor's Rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to any Real Property of the Chargor or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of any Real Property of the Chargor and so that the production of the Debenture to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Security Trustee,</p> <p>"Debts" means a monetary claim of any kind due and owing from a third party to the Chargor (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including any Security Interest) connected with it,</p> <p>"Deposit" means all monies from time to time standing to the credit of any one or more, as the context requires or admits, of the Accounts together with all other Rights and benefits accruing to or arising in connection with each Account (including, without limitation but only if applicable, any entitlements to interest or other amounts accruing to that Account),</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>"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest and the term "Dispose" shall be construed accordingly,</p> <p>"Event of Default" means the occurrence of any one of more of the following</p> <p>a) the happening of an event which constitutes an event of default (howsoever described) in any Finance Document or the happening of any event under any Finance Document or other arrangement with any Finance Party whereby the Secured Obligations become immediately due and payable,</p> <p>b) if any of the Secured Obligations are not paid or otherwise discharged in the manner and on the due date for same,</p> <p>c) if there is a breach by the Chargor of any provision of any Finance Document which would have a material adverse impact on the Chargor's ability to discharge its obligations under the Finance Documents,</p> <p>d) if any statement, representation, warranty or undertaking given or made (or deemed to be given or made) to a Finance Party by the Chargor is or would, if given or made at any time after the date hereof by reference to the facts then subsisting, be incorrect or misleading in any material respect,</p> <p>e) if any indebtedness of the Chargor is not paid when due, becomes or is capable of being declared payable prior to its stated maturity or any Security Interest from time to time created by the Chargor becomes enforceable, or</p> <p>f) if the Chargor commences negotiations to reschedule the whole or any part of its indebtedness which it would or might otherwise be unable to pay when due or is unable to pay its debts as they fall due or stops or threatens to stop payment or is deemed to be unable to pay its debts for the purpose of any law of any jurisdiction to which it is subject, or</p> <p>g) if (save for the purpose of and followed by an amalgamation or reconstruction which shall have first been approved in writing by the Security Trustee) a petition is presented, or an order is made, or a resolution is passed, or a notice is issued convening a meeting for the purpose of considering a resolution, or analogous proceedings or action are taken, to wind up the Chargor or to appoint an examiner, administrator, administrative receiver, receiver or manager, trustee or similar official to the Chargor or the Security Trustee has reason to believe that any of the foregoing may be about to happen, or</p> <p>h) if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver or similar official is appointed over the whole or any part of the undertaking property assets or revenues of the Chargor, or</p> <p>i) if any judgment or order made against the Chargor is not complied with within seven days or an execution distress sequestration or other process is levied or enforced upon or sued out against any part of the undertaking property assets or revenues of the Chargor, or</p> <p>j) if the Chargor without the prior consent in writing of the Security Trustee ceases or threatens to cease to carry on its business or any material part thereof in the normal course or changes the nature or mode of conduct of its trading in any material respect, or</p> <p>k) if any Finance Document or any guarantee, indemnity or other security for any of the Secured Obligations fails or ceases in any respect to have full force and effect or to be continuing or is terminated or is disputed or becomes in jeopardy, invalid or unenforceable, or</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>l) if any licence, authorisation, consent or registration at any time necessary or desirable to enable the Chargor to comply with its Obligations to each Finance Party or to carry on its business in the normal course shall be revoked, withheld or materially modified or shall fail to be granted or perfected or shall cease to remain in full force and effect, or</p> <p>m) if any material adverse change occurs in the affairs of the Chargor which in the opinion of the Security Trustee gives grounds for belief that the Chargor may not or may be unable to perform its Obligations to any Finance Party, or</p> <p>n) if any of the foregoing events occur, without the prior consent in writing of the Security Trustee, in relation to any third party which now or hereafter has guaranteed or provided security for or given an indemnity in respect of the Secured Obligations,</p> <p>"Facility Document" means each and every facility letter, facility agreement, loan agreement, letter of offer, loan note instrument, bond, letter of credit, facility for a guarantee or indemnity, hedging agreement or similar agreement or instrument pursuant to which a Secured Party has made available financial accommodation of whatsoever nature to (i) the Chargor or any other of the chargor parties to the Debenture or (ii) (where a Chargor or any other of the chargor parties to the Debenture has executed this Deed as a collateral security in respect of the Obligations of a third party as the principal obligor (whether as a third party charge or in support of that party's Obligations under any guarantee, indemnity or other contract of surety)) the relevant principal obligor,</p> <p>"Finance Document" means each Facility Document and each Security Document,</p> <p>"Finance Party" means each Secured Party and the Security Trustee,</p> <p>"Fixed Charge Receiver" means one or more receivers or managers appointed, or to be appointed, under the Debenture who is not an Administrative Receiver,</p> <p>"Guarantees" means each and every guarantee provided in relation to a Lease,</p> <p>"Insurances" means all present and future contracts and policies of insurance and re-insurance of any kind taken out or, as the context requires, to be taken out and maintained by or on behalf of the Chargor in connection with the Charged Assets or in which the Chargor has an interest in connection with the Charged Assets,</p> <p>"Insurance Proceeds" means all proceeds of Insurances payable to or received by the Chargor (whether by way of claims, return premiums, ex gratia payments or otherwise) but excluding, for the avoidance of doubt, liability of the Chargor for third party claims to the extent that those proceeds are applied directly to discharge a liability of the Chargor to a third party,</p> <p>"Intellectual Property" means</p> <p>a) all copyright (including Rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading,</p> <p>b) any intellectual property that supplements or replaces intellectual property described in (a) above,</p> <p>c) any intellectual property (of whatsoever nature or howsoever described) acquired after the date of the Debenture,</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>"Investment" means</p> <ul style="list-style-type: none"> <li>a) all loans advanced by the Chargor to any person (but not including, for the avoidance of doubt, any credit balances or monies standing to the account of any bank account held with any Finance Party),</li> <li>b) any loan capital held in any Subsidiary,</li> <li>c) any investment (of whatsoever nature or howsoever described),</li> <li>d) any other debt security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,</li> <li>e) any shares in the share capital of any company or, in respect of any other corporate entity, any Rights entitling the Chargor to participation rights in that corporate entity,</li> <li>f) and, in each case, any accretions to them and other Rights arising in connection with them,</li> </ul> <p>"Leases" means each and every lease, licence or contract or agreement to lease, licence or let or contract of occupation entered into by the Chargor in relation to any Real Property,</p> <p>"Licences" means each and every licence, permit or authority as renewed, amended, varied, extended or supplemented from time to time now or hereafter held by the Chargor in relation to any Real Property (or any part thereof),</p> <p>"Obligations" in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are</p> <ul style="list-style-type: none"> <li>a) to pay money or to perform (or not to perform) any other act,</li> <li>b) express or implied,</li> <li>c) present, future or contingent,</li> <li>d) joint or several,</li> <li>e) incurred as a principal, guarantor or surety or in any other manner, or</li> <li>f) originally owing to the person claiming performance or acquired by that person from someone else,</li> </ul> <p>"Obligor" means any one or more, as the context requires or admits, of (i) the Chargor or any of the other chargor parties to the Debenture and (ii) the principal obligor in respect of any Facility Document,</p> <p>"Permitted Security Interests" means each Security Interest which the Security Trustee has, from time to time, agreed in writing with the Chargor shall constitute a Permitted Security Interest including the Security Interests more particularly set out in Schedule 8 (Permitted Security Interests) to the Debenture,</p> <p>"Real Property" means, in each case wherever located in the world, any freehold, leasehold or other immoveable property now or at any time hereafter belonging to, or any estate or interest vested in, the Chargor together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and all fixed plant and machinery from time to time therein or thereon and the term "Real Property" shall, for the avoidance of doubt, include any Secured Real Property,</p> <p>"Receiver" means an Administrative Receiver or a Fixed Charge Receiver,</p> <p>"Rental Income" means all monetary amounts paid to the Chargor in connection with a Lease or a Licence and all monetary claims due and owing by a third party to the Chargor in connection with a Lease or a Licence (in each case, whether present or future) together with (i) all Rights and claims of the Chargor against all lessees, sub lessees, licensees or occupiers of the relevant Real Property and (ii) all guarantees and securities for the Obligations of any of the foregoing,</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>"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary,</p> <p>"Secured Obligations" means the Obligations undertaken to be paid or discharged in Clause 2 (Payment of Secured Obligations) of the Debenture (as described in Part 4 (Amount Secured) of this Form MG01),</p> <p>"Secured Real Property" means (1) the (i) freehold land and buildings at Hull Road, Wilberfoss, York, registered at the Land Registry under title numbers HS185002, HS57749, HS62286, HS103055 and YEA47252, (ii) land on the South West side of Balby Carr Bank, Balby registered at Land Registry under Freehold Title Number SYK228771 and (iii) freehold land and buildings lying to the East of Chapel Street, Woodville, Derbyshire registered at the Land Registry with Title Number DY214126 in respect of each of which Montracon Limited is the Registered Owner and (2) the land and buildings on the South West side of Balby Carr Bank, Balby and registered at Land Registry under Freehold Title Number SYK200924 in respect of which Commercial Vehicle Auctions Limited is the Registered Owner,</p> <p>"Secured Party" means any one or more, as the context requires or admits, of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC,</p> <p>"Security Document" means each and every document or arrangement creating or evidencing (i) a Security Interest or (ii) a guarantee, indemnity or other contract of suretyship in each case made by an Obligor in favour of a Finance Party and which secures or guarantees the payment or discharge of any Obligations of any Obligor to any Finance Party (whether directly or in favour of the Security Trustee as security trustee for the Secured Parties) and the term "Security Document" shall include the Debenture,</p> <p>"Security Interest" means</p> <ol style="list-style-type: none"> <li>any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, assignation in security, trust, arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,</li> <li>any blocked account or "flawed asset" arrangement which has the commercial effect of creating security for financial indebtedness,</li> <li>any right of set-off whether it is created by agreement or by operation of law, and</li> <li>any other proprietary interest over an asset, or any arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it,</li> </ol> <p>"Security Period" means the period starting on the date of the Debenture and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding, and</p> <p>"Subsidiary" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006, and for this purpose if any shares are held by way of security, the person providing that security shall be treated as the member of the relevant company unless and until that security is realised, notwithstanding that the beneficiary of that security (or a nominee of that beneficiary) may be registered as a member of the relevant company</p>	

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Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<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>	
Commission allowance or discount		
<b>8</b>	<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 866)</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 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)</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Tughan, (Fa/28010921)</i> 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 **Fearghal O'Loan**

Company name **Tughans Solicitors**

Address **Marlborough House**

**30 Victoria Street**

Post town **Belfast**

County/Region

Postcode **B T 1 3 G G**

Country **Northern Ireland**

DX **433 NR Belfast 1**

Telephone **028 9055 3300**



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)**



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

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

**COMPANY NO. 829413  
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE MORTGAGE  
DEBENTURE DATED 10 OCTOBER 2011 AND CREATED BY  
EUROFLEET RENTAL LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH OF THE CHARGORS TO  
THE FINANCE 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 28 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*Dx*