

MG01

Particulars of a mortgage or charge



**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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

WEDNESDAY



A15 04/07/2012 #17  
COMPANIES HOUSE

1

**Company details**

Company number 0 0 9 1 5 0 0 8

Company name in full PREMIERFIRST VEHICLE RENTAL HOLDINGS LIMITED

For official use

→ Filling 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 2 5 20 06 20 12

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 debenture dated 25 June 2012 between Premierfirst Vehicle Rental Holdings Limited (the "Company")  
and Lloyds TSB Bank plc as security trustee for the Secured Parties as defined therein (the "Security  
Trustee") (the "Debenture")

4

**Amount secured**

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

Amount secured All amounts pursuant to the Working Capital Facility Obligations, the  
Lloyds Overdraft Obligations, the Vehicle Funding Liabilities and all  
obligations under the Debenture (the "Secured Obligations")

All capitalised terms used in this form shall, unless otherwise defined,  
have the meaning set out in the Debenture.

**Continuation page**

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

# 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 LLOYDS TSB BANK PLC

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

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

Please refer to the Particulars of the Debenture on the continuation pages to this form MG01

# MG01

## Particulars of a mortgage or charge

### 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 870)

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)

### 9 Signature

Please sign the form here

Signature

Signature

X Wragge & Co LLP X

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

MG01

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 Anna Jewitt 2066178/PXF1/ARJ2

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country United Kingdom

DX DX 155790 BLOOMSBURY 8

Telephone 0870903 1000



**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)

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**Particulars of the Debenture**

**1 Fixed and Floating Charges**

**1.1 Fixed Charges**

As a continuing security for the payment and discharge of the Secured Obligations at any time owed or due, the Company charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties

- (a) by way of legal mortgage all estates or interest in the freehold and leasehold property described in Schedule 1 to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on or attached to any such property,
- (b) by way of first fixed charge
  - (i) 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 effectively charged in terms of paragraph 1.1(a) above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on or attached to the property,
  - (ii) all present and future interest 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 the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property charged under the Debenture,
  - (iii) all present and future Receivables of the Company (including those against third parties) other than those validly and effectively assigned under paragraph 1.3 below,
  - (iv) other than those validly and effectively assigned under paragraph 1.3 below,
    - (A) all present and future Investments,
    - (B) all Investment Derivative Rights,
    - (C) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment,
  - (v) all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under paragraph 1.3 below,
  - (vi) all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under paragraph 1.3 below, and
  - (vii) all those assets charged pursuant to paragraph 1.5 below

**1.2 Floating Charge**

The Company charged or assigned (as the case may be) with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties as continuing security for the payment and

# MG01 - continuation page

## 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>discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the fixed charges under paragraph 1 1(b)) in favour of the Security Trustee as security for the Secured Obligations Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p>1 3      <b>Security Assignment</b></p> <p>The Company with full title guarantee assigned to the Security Trustee as security trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to</p> <ul style="list-style-type: none"> <li>(a)      the Material Contracts,</li> <li>(b)      the Insurance Policies, and</li> <li>(c)      the Investments (such definition to exclude, for the purposes of this paragraph 1 3(c) and before the Effective Date, the Shares)</li> </ul> <p>If or to the extent that the assignment of any asset referred to in paragraph 1 3 is prohibited or otherwise fails for any reason, the Company holds such asset on trust for the Security Trustee as security trustee for the Secured Parties</p> <p>1 4      <b>Exceptions to the Security</b></p> <p>Subject to paragraph 1 5 below, the security created pursuant to this paragraph 1 shall not extend to</p> <ul style="list-style-type: none"> <li>(a)      any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated,</li> <li>(b)      the Excluded Assets, and</li> <li>(c)      any assets of the Company which have been charged pursuant to the security described in paragraphs (d), (e), (f) and (g) of the definition of Permitted Encumbrances</li> </ul> <p>1 5      On and from the Effective Date, the Chargor acknowledges that all Excluded Assets shall, by way of first fixed charge, become charged pursuant to paragraph 1 1 and paragraph 1 4(b) shall not apply</p> <p>2      <b><u>Negative Pledge and Disposals</u></b></p> <p>2 1      <b>Negative Pledge</b></p> <p>The Company undertook that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Encumbrance over all or any part of the Charged Property other than (a) a Permitted Encumbrance or (b) with the consent of the Security Trustee acting on the instructions of the Lending Bank and the Majority Vehicle Funders (as such term is defined in the Intercreditor Deed)</p> <p>2 2      <b>No Disposal of Interests</b></p> <p>The Company undertook that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted pursuant to the Working Capital Facility Agreement, the Lloyds Overdraft Facility Letter or the Vehicle Funding Documents</p>	

**MG01 - continuation page**  
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

- (a) execute any conveyance, transfer, lease, factor or assignment of, or other right to use or occupy, all or any part of the Charged Property,
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property,
- (c) (i) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of its rights, or
- (d) assign or otherwise dispose of any interest in all or any part of the Charged Property

**3 Further Assurance**

**3.1 The Company shall**

- (a) immediately following the opening of any new bank account
  - (i) give notice in the form set out in Part I of Schedule 3 (*Form of Notice of Assignment to Account Bank*) to the Debenture to each Account Bank of the charging of the Company's rights and interest in its bank accounts and shall procure that each Account Bank will promptly provide an acknowledgement to the Security Trustee in the form set out in Part I of Schedule 3 (*Form of Acknowledgement from Account Bank*) to the Debenture,
- (b) immediately upon the occurrence of an Event of Default which is continuing, if so required by a Secured Party
  - (i) give notice in the form set out in Part II of Schedule 3 (*Form of Notice of Assignment to Contract Counterparty*) to the Debenture to each person with whom the Company has entered into a Material Contract of the assignment of the Company's rights and interest in and under such Material Contract and shall procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in Part II of Schedule 3 (*Form of Acknowledgement from Contract Counterparty*) to the Debenture,
  - (ii) give notice in the form set out in Part III of Schedule 3 (*Form of Notice of Assignment to Insurers*) to the Debenture to each insurer with whom the Company has an Insurance Policy of the assignment of the Company's rights and interest in and under such Insurance Policy and shall procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in Part III of Schedule 3 (*Form of Acknowledgement from Insurers*) to the Debenture, and
  - (iii) give notice in the form set out in Part IV of Schedule 3 (*Form of Notice of Assignment to Issuer of Investments*) to each Issuer of each Investment of the assignment of the Company's rights and interest in and under such Investment and shall procure that each addressee of such notice will promptly provide an

# MG01 - continuation page

## 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>acknowledgement to the Security Trustee in the form set out in Part V of Schedule 3 (<i>Form of Acknowledgement from Issuer of Investments</i>) to the Debenture</p> <p>3 2 Notices of Charge</p> <p>Without limiting paragraph 3 1 above, the Company shall if requested by the Security Trustee at any time after the occurrence of an Event of Default which is continuing deliver to the Security Trustee (or procure delivery of) notices of charge and/or assignment (as the case may be) (in form and substance reasonably satisfactory to the Security Trustee) duly executed by, or on behalf of, the Company and acknowledged by the bank or financial institution or other person in respect of any security or assignment constituted by the Debenture</p> <p>3 3 Further Assurance General</p> <p>The Company shall (at its own cost) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))</p> <p>(a) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the rights of the Security Trustee, and/or</p> <p>(b) to facilitate the realisation of the Charged Property</p> <p>3 4 Necessary Action</p> <p>The Company shall take all such action as is available to it (including making all filings and registrations) as may be reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to and in accordance with the Debenture In the event that the Company fails to meet its obligations under this paragraph, the Security Trustee shall (at the cost and expense of the Company) have the right to take any steps necessary to perfect, protect or maintain any such security</p> <p>3 5 Implied Covenants for Title</p> <p>The obligations of the Company under the Debenture shall be in addition to the covenants for title deemed to be included in the Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994</p>	





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

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

**COMPANY NO. 915008  
CHARGE NO. 22**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JUNE 2012  
AND CREATED BY PREMIERFIRST VEHICLE RENTAL  
HOLDINGS LIMITED FOR SECURING ALL SUMS DUE OR TO  
BECOME DUE 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 4 JULY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2012**



**Companies House**  
— for the record —



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