

MG01

Particulars of a mortgage or charge



37063/78

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 a
company. To do this, please use
form MG01s

FRIDAY



A32 "AIJNDJ0U" 09/04/2010 221
COMPANIES HOUSE

1 Company details

Company number 9 1 5 0 0 8
Company name in full PremierFirst Vehicle Rental Holdings Limited of James House,
55 Welford Road, Leicester LE2 7AR ("the **Company**")

For official use
20

→ **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 26 03 2010

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 Debenture dated 26 March 2010 made between the Company and Bank of Scotland PLC of The
Mound, Edinburgh, EH1 1YZ as security trustee for the Secured Parties ("the **Security Trustee**")
("the **Debenture**")

4 Amount secured

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

Amount secured All or any monies and liabilities which shall from time to time (and
whether on or at any time after demand) be due, owing or incurred in
whatsoever manner to the Secured Parties by the Company, whether
actually or contingently, solely or jointly and whether as principal or
surety and whether or not the relevant Secured Party shall have been
an original party to the relevant transaction, and including interest,
discount, commission and other lawful charges or expenses which
the relevant Secured Party may in the course of its business charge
or incur in respect of any of those matters or for keeping the
Company's account, and so that interest shall be computed and
compounded according to the usual rates and practice of the relevant
Secured Party as well after as before any demand made or decree
obtained under or in relation to the Debenture ("the **Secured
Liabilities**")

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

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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) other than the Excluded Assets, 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 inuring 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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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 Beech

Company name DWF LLP

Address Centurion House,
129 Deansgate

Post town Manchester

County/Region Greater Manchester

Postcode M 3 3 A A

Country

DX DX 14313 Manchester

Telephone 0161 603 5000



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 or email 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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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 (for the avoidance of doubt "Asset shall not include the Excluded Asset),

"BoS" means Bank of Scotland PLC

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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,

"Excluded Assets" means the Shares and all dividends, stocks, shares, warrants, securities, rights, monies or other property accruing on or derived from such Shares

"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,

"Shares" means all present and future shares owned (at law or in equity) by the Company in Europcar Group UK Limited (company number 1089053), PremierFirst Vehicle Rental Limited (company number 2779999), PremierFirst Vehicle Rental Franchising Limited (company number 344127), PremierFirst Vehicle Rental Group Limited (company number 3418813) and PremierFirst Vehicle Rental Properties Limited (company number 1141626),

"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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6	Short particulars of all the property mortgaged or charged						
	Please give the short particulars of the property mortgaged or charged						
Short particulars	<p>Definitions</p> <p>"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</p> <p>"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</p>						
	<p style="text-align: center;">The Schedule</p> <table border="1"> <thead> <tr> <th>County and District (or London Borough)</th> <th>Title No (s) (if registered land)</th> <th>Address or Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		County and District (or London Borough)	Title No (s) (if registered land)	Address or Description		
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. 915008
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH
2010 AND CREATED BY PREMIERFIRST VEHICLE RENTAL
HOLDINGS 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 16 APRIL 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1089053
CHARGE NO. 45

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 MARCH
2010 AND CREATED BY EUROPCAR GROUP UK LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF SCOTLAND PLC 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 16 APRIL 2010

*DX
1-82*



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES