

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

37063/178

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
particulars of a charge for a
company. To do this, please
use form MG01s

FRIDAY



A32 *AIJNGJ0X* 218
09/04/2010
COMPANIES HOUSE

1

Company details

Company number 0 1 0 8 9 0 5 3

Company name in full Europcar Group UK Limited of James House, 55 Welford Road,
Leicester LE2 7AR ("the **Company**")

For official use
45

→ **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 d2 d6 m0 m3 y2 y0 y1 y0

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 The Working Capital Facility Obligations, the Vehicle Funding
Obligations and all obligations under the Debenture ("the **Secured
Obligations**")

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 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

(1) by way of legal mortgage all estates or interest in the freehold and leasehold property 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 or attached to any such property

(2) by way of first fixed charge

(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 effectively 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 or attached to the property,

(b) 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,

(c) all the right, title, interest and benefit of the Company in and to the Sales Proceeds, the Sales Proceeds Account and the Sales Proceeds Deposit, and

(d) all present and future Receivables of the Company (including those against third parties)

(3) by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Trustee as security for the Secured Obligations

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 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

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 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

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>Negative Pledge The Company undertakes 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>Definitions BoS" means Bank of Scotland Plc</p> <p>"BoS Agreements" means</p> <ul style="list-style-type: none"> (i) the self drive hire rental master agreement made between the Company and BoS (as Vehicle Funder) dated 27 March 1998 (as amended and restated on 26 September 2005 and 3 December 2007), (ii) the master hire purchase agreement dated 14 February 2002 and made between BoS (as Vehicle Funder) and the Company (as amended and restated on 26 September 2005 and as further amended and restated on each of 21 December 2007, 27 November 2008 and on or about the date of the Debenture), and (iii) the master lease agreement made between BoS (as Vehicle Funder) and ECGUK dated 14 February 2002 as amended and restated 26 September 2005 and 3 December 2007, (iv) the facility terms letter addressed to the Company (amongst others) by BoS (as Vehicle Funder) dated on or about the date of the Debenture <p>"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</p> <p>"Charged Property" means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture</p> <p>"EMEA" means PremierFirst Vehicle Rental EMEA Holdings Limited, a company duly incorporated under the laws of England and Wales with registered number 4918854</p> <p>"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien or any other security or any agreement whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the Company</p> <p>"Europcar" means Europcar UK Limited, a company duly incorporated under the laws of England and Wales with registered number 875561</p> <p>"Finance Documents" means the Working Capital Facility Documents and 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	<p>Definitions</p> <p>"Guarantees" means</p> <ul style="list-style-type: none"> (i) the guarantee made by the PF Holdings in favour of the Lending Bank and certain of its Subsidiaries dated 29 April 2002, as supplemented by a guarantor's deed dated 3 December 2004, (ii) the corporate guarantee made by the PF Holdings, the Company and Europcar in favour of the Security Trustee dated 21 December 2007, (iii) the guarantee made by the PF Holdings, the Company, EMEA and Europcar in favour of the Security Trustee on or about the date of this Debenture, and (iv) the Lombard Guarantee <p>"Intercreditor Deed" means the intercreditor and security trust deed dated on or about the date of this Debenture and made between the Company, the Lending Bank, the Vehicle Funders and the Security Trustee</p> <p>"Lombard" means Lombard North Central Plc</p> <p>"Lombard Agreements" means the letters of understanding dated 23 March 1999 and 25 March 2004 and made between Lombard and the Company, the master lease purchase agreement between Lombard and the Company dated 22 December 2009, and the Override Agreement between Lombard and the Company originally dated 3 December 2004 as amended and restated on 21 December 2007 and amended prior to the date of the Debenture, the LVM Agreements, the Lombard Guarantee, the Intercreditor Deed each as amended, varied or novated or supplemented from time to time together with any rental agreements, any individual contracts, agreements or other documents issued thereunder (including, without limitation, any schedule to such agreements)</p> <p>"Lombard Guarantee" means the guarantee dated on or about the date of the Debenture between, amongst others, Lombard, the LVM Parties, the Company, Europcar, PF Holdings and EMEA</p> <p>"LVM Agreements" means a master contract hire agreement (entitled "Master Contract Hire – Private Sector – Non regulated") dated 22 December 2009 between the LVM Parties and the Company and the Lombard Guarantee together with any individual contracts, agreements or other documents entered into pursuant to any the above agreements (including, without limitation, any schedule to such agreements)</p> <p>"LVM Parties" means Lombard Vehicle Management Limited, Lombard Vehicle Management (1) Limited, Lombard Vehicle Management (2) Limited and Lombard Vehicle Management (3) Limited</p> <p>"Lending Bank" means Bank of Scotland Plc (in its capacity as provider of the funding under the Working Capital Facility 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	<p>Definitions</p> <p>"Permitted Encumbrance" means</p> <p>(a) the rent deposit agreement dated 7 October 1999 made between the Company and Marjorie Eileen Hill,</p> <p>(b) the rent deposit deed dated 4 May 2001 made between the Company and Industrial Property Investment Fund,</p> <p>(c) the rent deposit deed dated 22 November 2001 made between the Company and Slough Trading Estate Limited,</p> <p>(d) the debenture dated 20 December 2001 granted by the Company in favour of Lombard, Capital Bank Leasing 1 Limited, Capital Bank Leasing 2 Limited, Capital Bank Leasing 3 Limited and Capital Bank Leasing 12 Limited,</p> <p>(e) the debenture dated 20 December 2001 granted by the Company in favour of Lombard, Capital Bank Leasing 1 Limited, Capital Bank Leasing 2 Limited, Capital Leasing 3 Limited and Capital Bank Leasing 4 Limited,</p> <p>(f) the debenture dated 14 March 2002 granted by the Company in favour of Lombard, 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 and Capital Bank Leasing 12 Limited,</p> <p>(g) the debenture dated 3 December 2004 granted by the Company in favour of BoS as security trustee on behalf of itself and Lombard, Fortis Lease UK Limited, 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 and Capital Bank Leasing 12 Limited,</p> <p>(h) any Encumbrance in favour of a bank or financier which has become a party to the Intercreditor Deed as a Vehicle Funder provided that the Encumbrance creates (i) fixed and floating charges over assets which are respectively subject to fixed and floating charges under this Debenture in favour of the Security Trustee for the Secured Parties, and (ii) charges on no other asset</p> <p>"PF Holdings" means PremierFirst Vehicle Rental Holdings Limited, a company duly incorporated under the laws of England and Wales with registered number 915008</p> <p>"Receivables" means all present and future books and other debts, receivables, commissions, revenues, claims and choses in action of whatsoever nature (including (without limitation) Sale Proceeds) and howsoever and wheresoever arising, due or owing or to become due or owing to or acquired by the Company and the full benefit of all rights and remedies relating thereto including, but not limited to, all claims for damages and other remedies for non-payment of the same and all claims against insurers and other Encumbrances, guarantees and other security and all proceeds and forms of remittance in respect of the same</p> <p>"Sales Proceeds" means, with respect to any motor vehicle or any Vehicle, any sum which the Company and/or any Vehicle Funder received or is entitled to receive in connection with the sale of such motor vehicle or Vehicle</p> <p>"Sales Proceeds Account" means the account specified in the Debenture or such other bank account that may from time to time be specified in writing by the Security Trustee as an account into which the getting in or realisation of the Sales Proceeds or any part thereof are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such account in accordance with any procedures stipulated by the Security Trustee</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	<p>Definitions</p> <p>"Sales Proceeds Deposit" means all money in any currency now or hereafter standing to the credit of the Sales Proceeds Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant thereto and the debt represented by it or any claim for repayment of that money</p> <p>"Secured Parties" means the Security Trustee, the Lending Bank and the Vehicle Funders</p> <p>"UDT" means United Dominions Trust Limited (Company Registration No 184739) whose registered office is at 25 Gresham Street, London, EC2V 7HN</p> <p>"UDT Agreements" means any agreement or instrument made or to be made between the Company and UDT or given by the Company in favour of UDT with respect to the funding of motor vehicles</p> <p>"Vehicle" means any motor vehicle the subject of a Vehicle Funding Document</p> <p>"Vehicle Funding Documents" means</p> <ul style="list-style-type: none"> (a) the Lombard Agreements, (b) the BoS Agreements, (c) the UDT Agreements, (d) any other agreement made between the Company and any Vehicle Funder which is designated a "Vehicle Funding Document" and any bank or financier which becomes a Vehicle Funder for the purposes of and in accordance with the terms of the Intercreditor Deed, (e) the Debenture, (f) the Guarantees, and (g) the Intercreditor Deed <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</p> <p>"Vehicle Funding Obligations" means all obligations at any time due owing or incurred by the Company to the Vehicle Funders under the Vehicle Funding Documents whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) including, without prejudice to the generality of the foregoing the obligations due, owing or incurred by the Company to any Vehicle Funder to make payments of the Sale Proceeds to such Vehicle Funder (whether such obligation arises under the Vehicle Funding Documents or under the Debenture)</p> <p>"Working Capital Facility Agreement" means the working capital facility agreement dated 3 December 2004 and amended and restated on 21 December 2007 and as further amended and restated on or about the date of the Debenture made between, <i>inter alios</i>, the Company and the Lending Bank</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

Definitions

"Working Capital Facility Documents" means the Working Capital Facility Agreement and any document entered into pursuant thereto (and for the avoidance of doubt, includes the Debenture, the Guarantees and the Intercreditor Deed)

"Working Capital Facility Obligations" means all obligations at any time due, owing or incurred by the Company to the Lending Bank under the Working Capital Facility Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal, surety or in some other capacity)

SCHEDULE

COUNTY AND DISTRICT (OR LONDON BOROUGH)	TITLE NO.(S) REGISTERED LAND) (IF	ADDRESS OR DESCRIPTION
1. GREATER LONDON ISLINGTON	LN 219535	FREEHOLD LAND AT 2 RODNEY STREET, LONDON
2. GREATER LONDON ISLINGTON	LN 219536	FREEHOLD LAND AT 148 AND 150 PENTONVILLE ROAD, LONDON
3. GREATER LONDON ISLINGTON	LN 211144	FREEHOLD LAND AT 130 TO 146 (EVEN NOS) PENTONVILLE ROAD, LONDON
4 GREATER MANCHESTER, MANCHESTER	LA 118546	FREEHOLD LAND AT 41-49 OLDHAM STREET, MANCHESTER



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7068419
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 APRIL 2010
AND CREATED BY G & R COURIERS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO BIBBY FINANCIAL SERVICES LIMITED 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 15 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2010

for



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES