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CHFP025

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Please complete
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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

637688/65

395

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

31

Company number

01434157

Name of company

Northgate Vehicle Hire Limited (the **Chargor**)

Date of creation of the charge

10 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture dated 10 July 2009 made between, amongst others, (1) the **Chargor** and (2) the **Security Trustee** (as defined herein) (the **Debenture**).

Amount secured by the mortgage or charge

All the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Secured Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the **Secured Liabilities**).

Note that, save for Permitted Security, the **Chargor** shall not create or permit to subsist any Security over any of its assets.

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc of 280 Bishopsgate, London, as trustee for the Secured Parties (the **Security Trustee** for the Secured Parties)

Postcode EC2M 4RB

Please return
via
CH London Counter

Presenter's name address and
reference (if any):

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
AZK/CGA/70001.00486

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



LD3 23/07/2009 23
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

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legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

Nil

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed *Dewon wilde sapte LHP*

Date 23 July 2009

On behalf of [company] [mortgagee/chargee][†]

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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Short particulars of all the property mortgaged or charged (continued)

1 Covenant to pay

The Chargor covenanted with the Security Trustee and the other Secured Parties that it would on demand pay and discharge the Secured Liabilities when due.

2 Creation of Security**2.1 Land**

The Chargor charged by way of a first fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Land (including the Land set out in Schedule 1 to this form) other than in the Short Term Leases.

2.2 Shares

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of a first fixed charge:

- (a) all Shares; and
- (b) all related Distribution Rights.

2.3 Investments

The Chargor mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of a first fixed charge:

- (a) all Investments; and
- (b) all related Distribution Rights,

owned by it now or in the future, including those held for it by any nominee.

2.4 Equipment

The Chargor charged by way of a first fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*) of the Debenture.

2.5 Book Debts

The Chargor charged by way of a first fixed charge:

- (a) all Book Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

2.6 Non Trading Debts

The Chargor charged by way of a first fixed charge:

- (a) all Non Trading Debts; and

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(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

2.7 Accounts held with Secured Parties

2.7.1 Subject to the provisions of Clause 7.4.3 (*Accounts*) of the Debenture the Chargor charged by way of a first fixed charge all amounts standing to the credit of:

(a) each Account held with any Bank Finance Party; and

(b) any other account held with any Bank Finance Party in its name or to which it is beneficially entitled.

2.7.2 Regardless of the terms on which moneys are credited to any account in the name of the Chargor held with any Bank Finance Party, no amount standing to the credit of that account will be or accrue due or payable to that Chargor until:

(a) the Secured Liabilities have been paid and discharged in full; and

(b) no Bank Finance Party is under any obligation to make banking or other facilities available to the Chargor,

and subject to the provisions of Clause 7.4.3 (*Accounts*) of the Debenture, Clause 11.7 (*Mandatory Prepayment Accounts and Holding Accounts*) of the Intercreditor Agreement, until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Secured Parties' rights under the Debenture) as the Security Trustee may in its absolute discretion from time to time permit.

2.8 Intellectual Property Rights

The Chargor charged by way of a first fixed charge all Intellectual Property Rights, including, where the Chargor is a Trade Mark Chargor:

(a) the Trade Mark Property which belongs to it now or at any time during the Security Period; and

(b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property.

2.9 Goodwill

The Chargor charged by way of a first fixed charge its goodwill.

2.10 Uncalled capital

The Chargor charged by way of a first fixed charge its uncalled capital.

2.11 Authorisations

The Chargor charged by way of a first fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

2.12 Assigned Agreements

2.12.1 The Chargor assigned absolutely, subject to the proviso for reassignment on redemption, all its rights and interests under the Assigned Agreements to which it is party.

2.12.2 Until the occurrence of an Enforcement Event, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

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2.13 Accounts held with third parties

The Chargor assigned absolutely, subject to the proviso for reassignment on redemption, or (if and to the extent that the assignment is not effective) charged by way of a first fixed charge, subject to the provisions of Clause 7.4.3 (*Accounts*) of the Debenture, all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.

2.14 Insurances

2.14.1 The Chargor assigned absolutely, all its rights and interests in the Insurances.

2.14.2 Until the occurrence of an Enforcement Event, but subject to Clause 7.6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances.

2.15 Contractual Rights

The Chargor charged by way of a first fixed charge all its Contractual Rights.

2.16 Other assets

2.16.1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 2.

2.16.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture.

2.17 Trust

2.17.1 Subject to Clause 2.17.2, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, no assignment or charge over that asset is created and the Chargor holds it on trust for the Security Trustee.

2.17.2 If the reason referred to in Clause 2.17.1 is that:

(a) a consent or waiver must be obtained; or

(b) a condition must be satisfied,

then:

(i) other than in respect of any Vehicle Contracts and any Short Term Leases subject to Clause 2.17.3, the Chargor shall apply for the consent or waiver; and

(ii) the Chargor shall use reasonable endeavours to satisfy the condition,

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition.

2.17.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall other than in respect of any Vehicle Contracts and any Short Term Leases:

(a) use reasonable endeavours to obtain it as soon as possible; and

(b) keep the Security Trustee informed of the progress of the negotiations to obtain it.

2.17.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged,

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charged or assigned (as appropriate) under this Clause 2 and the trust referred to in Clause 2.17.1 shall terminate.

3 Nature of Security created

The Security created under the Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Secured Parties; and
- (d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)

4 Negative Pledge

Save for Permitted Security, the Chargor shall not create or permit to subsist any Security over any of its assets.

Definitions

Account means a Current Account, a Holding Account or a Mandatory Prepayment Account.

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Bank Facilities Agreement.

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Bank Facilities Agreement.

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and, in the case of Clydesdale Bank PLC only, includes National Australia Bank Limited (ABN 12 004 044 937).

Agent means The Royal Bank of Scotland plc.

Ancillary Facility means the ancillary facility or facilities made available by the Ancillary Lender in accordance with Clause 7 (*Ancillary Facility*) of the Bank Facilities Agreement.

Ancillary Lender means The Royal Bank of Scotland plc.

Arrangers means Barclays Capital and The Royal Bank of Scotland plc.

Assigned Agreements means the Hedging Agreements and the Intra-Group Loan Agreements.

Authorisation means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration.

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Bank Facilities Agreement means the senior facilities agreement made between, the Company, the Bank Lenders and others dated 10 July 2009.

Bank Finance Documents has the meaning given under the Intercreditor Agreement.

Bank Finance Parties means the Agent, the Arranger, the Security Trustee, the Bank Lenders and the Ancillary Lenders

Bank Lenders means each Lender and the Ancillary Lender.

Bank Term Facilities means each term loan facility made available under the Bank Facilities Agreement.

Book Debts means, in relation to the Chargor, all its book debts arising in the ordinary course of trading.

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Bank Facilities Agreement, and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 7.6 (*Affiliates of Borrowers*) of the Bank Facilities Agreement.

Charged Property means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security.

Company means Northgate PLC, a company incorporated under the laws of England and Wales with registered number 00053171 having its registered office at Norflex House, Allington Way, Darlington, Durham, DL1 4DY

Contractual Rights means all rights of the Chargor under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 2.12 (*Assigned Agreements*) of the Debenture and the Vehicle Contracts.

Creditor/Agent Accession Undertaking has the meaning given to it in the Intercreditor Agreement.

Creditors means the Bank Lenders, the Note Holders, the Hedge Counterparties, the Intra Group Lenders and the Company each as defined within the Intercreditor Agreement.

Current Account means each account of the Chargor set out in Schedule 6 (*Current Accounts*) of the Debenture.

Debt Document has the meaning given to it under the Intercreditor Agreement.

Debtor means each Original Debtor and any person which becomes a Party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 16.8 (*Changes to the Parties*) of the Intercreditor Agreement and any other person which has granted a guarantee in favour of any Primary Creditor, or any Transaction Security.

Delegate means any delegate, agent, attorney or co trustee appointed by the Security Trustee.

Distribution Rights means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.

Effective Date means the day on which the Agent notifies the Company that it has received in form and substance satisfactory to it, all of the documents and other evidence listed in Part 1 of Schedule 2 (*Conditions precedent*) to the Bank Facilities Agreement and the Note Holders have confirmed to the Company that they have received all conditions precedent to the Note Amendment Agreement in form and substance satisfactory to them.

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Enforcement Event means:

- (a) the occurrence of an Event of Default which is continuing under the Bank Facilities Agreement;
- (b) the occurrence of an Event of Default which is continuing under the Note Documents;
- (c) the occurrence of an event pursuant to which the Hedge Counterparties under the Intercreditor Agreement have a right to enforce the Security;
- (d) the Security Trustee requiring that the Security be enforced in order to protect the interests of the Secured Parties; or
- (e) the Chargor requesting that Security becomes enforceable.

Equipment means, in relation to the Chargor, all its fixed and moveable plant and machinery owned by it and the benefit of all related Authorisations, agreements and warranties.

Event of Default means any event or circumstance specified as such in either the Bank Facilities Agreement or the Note Documents.

Facility has the meaning given to it under the Bank Facilities Agreement.

Finance Parties has the meaning given to it under the Bank Facilities Agreement.

Group means the Company and each of its Subsidiaries for the time being and **Group Company** means any one of them.

Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Bank Facilities Agreement.

Hedge Counterparty means:

- (a) any person which is named on the signing pages of the Intercreditor Agreement as a Hedge Counterparty, being Barclays Bank PLC, Clydesdale Bank PLC, Fortis Bank, UK Branch, HSBC Bank PLC, Lloyds TSB Bank plc and The Royal Bank of Scotland plc; and
- (b) any person which becomes Party as a Hedge Counterparty pursuant to Clause 16.8 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement,

which, in each case, is or has become party to the Bank Facilities Agreement as a Hedge Counterparty.

Hedging Agreements means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate risks in relation to the Bank Term Facilities and the New Notes.

Holding Account has the meaning given to it under the Intercreditor Agreement.

Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

Intercreditor Agreement means the intercreditor agreement dated the same date as the Debenture and made between, among others, the Company and the Agent.

Intellectual Property Rights means:

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs,

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software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property;

- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature; and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not.

Intra Group Lenders means each member of the Group (other than the Company) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages of the Intercreditor Agreement as an Intra Group Lender or which becomes a party as an Intra Group Lender in accordance with the terms of Clause 16 (*Changes to the Parties*) of the Intercreditor Agreement.

Intra-Group Loan Agreement means an agreement under which a Chargor has or will make available a Facility to another Group Company including an intra-group loan agreement to be entered into between the Maltese Companies and each other Obligor dated on or about the date of the Bank Facilities Agreement.

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Law of Property Act 1925.

Lender means:

- (a) any Original Lender; and
- (a) any bank, financial institution, trust, fund or other entity which has become a Party to the Bank Facilities Agreement in accordance with Clause 27 (*Changes to the Lenders*) of the Bank Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Bank Facilities Agreement.

Liabilities means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any novation, deferral or extension;
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;
- (c) any claim for damages or restitution; and
- (d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings.

Mandatory Prepayment Account has the meaning given to it under the Intercreditor Agreement.

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New Notes means the notes issued pursuant to the Note Amendment Agreement on or about the Effective Date, replacing and cancelling the Original Notes.

Non Trading Debts means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 2.7 (*Accounts held with Finance Parties*) and Clause 2.13 (*Accounts held with third parties*) of the Debenture.

Note Amendment Agreement means the agreements dated on or about the date hereof and made between the Company and the Note Holders amending and restating the terms of the Note Purchase Agreement.

Note Documents has the meaning given to it under the Intercreditor Agreement.

Note Holders means each Original Note Holder and each person which accedes to the Intercreditor Agreement as a Note Holder by executing a Creditor/Agent Accession Undertaking.

Note Purchase Agreement means:

- (a) the Note Purchase Agreement dated as of 14 December 2006, made between the Company and the parties listed in Schedule A thereto; and
- (b) the Note Purchase Agreement dated as of 20 November 2007 between the Company and the parties listed in Schedule A thereto;

each as amended on and from the Effective Date pursuant to the Note Amendment Agreement

Notes has the meaning given to it under the Intercreditor Agreement.

Maltese Company means each of Northgate (Malta) Limited and Northgate (MT) Limited.

Obligor means a Borrower or a Guarantor.

Original Borrower means each of Northgate PLC and Northgate Vehicle Hire Limited.

Original Debtor has the means Northgate PLC, Northgate Vehicle Hire Limited, Northgate (Europe) Limited, Northgate Vehicle Sales Limited, Northgate Vehicle Solutions Limited, Northgate (TM) Limited, Furgonetas de Alquiler, S.A., Record Rent a Car S.A., Northgate (Malta) Limited, and Northgate (MT) Limited.

Original Guarantor means each of Northgate PLC, Northgate Vehicle Hire Limited, Northgate (Europe) Limited, Northgate Vehicle Sales Limited, Northgate (TM) Limited, Furgonetas de Alquiler, S.A., Record Rent a Car S.A. and Northgate (Malta) Limited.

Original Lender means each of Barclays Bank PLC, Clydesdale Bank PLC, Fortis Bank UK Branch, HSBC Bank PLC, Lloyds TSB Bank PLC, The Royal Bank of Scotland PLC and Svenska Handelsbanken AB (publ).

Original Note Holder means the institutions named on the signing pages of the Intercreditor Agreement as Note Holders being the Prudential Insurance Company of America, Prudential Retirement Insurance and Annuity Company, Gibraltar Life Insurance Co. Ltd, Magim Client HSBC GIS Nominees (UK) Limited AGAP Account, The Prudential Assurance Company Limited, The Variable Annuity Life Insurance Company, Merit Life Insurance Co., The United States Life Insurance Company in the City of New York, Principal Life Insurance Company, Allstate Insurance Company, The Guardian Life Insurance Company of America, United of Omaha Life Insurance Company, Mutual of Omaha Insurance Company, Cuna Mutual Insurance Society, Cumis Insurance Society Inc., Assurity Life Insurance Company, Modern Woodmen of America, Teachers Insurance and Annuity Association of America and The Travelers Indemnity Company.

Original Notes means the notes originally issued pursuant to the Note Purchase Agreement (prior to its amendment and restatement by the Note Amendment Agreement).

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Party means the parties to the Intercreditor Agreement.

Payment means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

Permitted Security has the meaning given to it in the Bank Facilities Agreement.

Primary Creditor means the Bank Lenders, Hedge Counterparties and Note Holders.

Receiver means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Secured Documents means each of the Intercreditor Agreement, the Hedging Agreements, the Bank Finance Documents, the Note Documents, the Security Documents and any other document designated as such by the Agent and the Company.

Secured Parties means the Security Trustee, any Receiver or Delegate and the Agent, the Arrangers, the Ancillary Lender, the Supplemental Lender and each Primary Creditor from time to time but, in the case of the Agent, Arrangers or each Primary Creditor, only if it is a party to the Debenture or (in the case of the Agent or a Primary Creditor) has acceded to the Debenture, in the appropriate capacity, pursuant to Clause 16.8 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Assets means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture.

Security Documents has the meaning given under the Intercreditor Agreement.

Security Period means the period starting on the Effective Date and ending on the date on which the Security Trustee is satisfied that all of the liabilities of the Debtors under each Debt Document are irrevocably discharged in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities or the Notes as the case may be.

Shares means all shares held by a Chargor in its Subsidiaries.

Short Term Leases means each property set out in Part 4 of Schedule 1 (*Short Leaseholds*) to this form

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

Supplemental Lender means The Royal Bank of Scotland plc.

Trade Mark means each United Kingdom registered trade mark described in Schedule 8 (*Trade Marks*) of the Debenture.

Trade Mark Chargor means a Chargor that owns Trade Mark Property.

Trade Mark Property means:

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- (a) all Trade Marks;
- (b) any goodwill of a Chargor's business to which any Trade Mark relates; and
- (c) any other right which may arise from, relate to, or be associated with any Trade Mark or, in either case, its use in a Chargor's business

Transaction Security has the meaning given to it under the Intercreditor Agreement.

Vehicle Contracts means any contracts entered into by a Chargor with a third party, relating to the hire, purchase and/or sale of Vehicles.

Vehicles means the vehicles owned by the Group as inventory which are or have been available for hire by customers.

Schedule 1 – Land

Part 1 – Freehold Land

Description and address

23 Allington Way Yarm Road Business Park Darlington
 24 Allington Way Darlington DL1 4QB
 352-366 Cleethorpe Road Grimsby North East
 5 Leigham Business Units Silvertown Road Matford Park
 675 Leeds Road Wakefield West Yorkshire WF1 2LU
 Aston Way Moss Side Development Park Leyland
 Bowesfield Crescent Bowesfield Riverside Industrial
 Burners Lane South Kiln Farm Milton Keynes MK11 3LT
 Clacton Road Frating Colchester Essex CO7 7DW
 Deacon Way Tilehurst Reading RG30 6AZ Formerly
 Dundas Spur Blueprint Industrial Estate Portsmouth PO3
 Europa Way Eastway Business Park Ipswich Suffolk IP1

Title number

DU144533
 DU239665 (PART)
 HS199536
 DN497863
 Northgate Vehicle Hire Ltd
 LA876737
 CE114005
 BM272482
 EX662797
 BK288270 & BK395288
 PM548
 SK204445

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Fleming Road Skippers Lane Industrial Estate Middlesbrough TS6 6TT Formerly Autorentals 410 Lostock Lane Lostock Bolton Lancashire BL6 4BL	CE138355 & CE162448 LA248971
Mid Kent Business Park Snodland Kent ME6 5UA	K777180
Norflex House Anchor Business Park 102 Beddington Lane Croydon Surrey CR0 4YX Formerly Imperial 245	SGL613342
Oxney Road Peterborough PE1 5YW	CB257594
Portrack Grange Road Stockton Let To Spectrum Access	TES12660
Springkerse Road Springkerse Industrial Estate Stirling FK7 7SN	STG21659
Stourport Road Kidderminster Worcs DY11 7QL Formerly Foley 355	HW184636 & WR88212
The Causeway Great Billing Northampton NN3 9EX	NN189754
The Crescent Willenhall West Midlands WV13 2QR	WM660731
Whittington Road Barrow Hill Chesterfield Derbyshire S43 2PW Formerly Acorn 455	DY338753
Windsor Service Station Warsworth Road Balby Doncaster DN4 0RR Formerly Don Valley 451	SYK438115

Part 2 – Leasehold Land**Description and address**

Brockley Road, off Navigation Road Chelmsford Essex CM2
6HQ Formerly Sigma 251

372-374 Harlaxton Road Grantham Lincolnshire NG31 7JX

Northern Road Newark Nottinghamshire NG24 2EU

Armada Works Emma Place Plymouth PL1 3QT

Norflex House Wiltshire Road Hull HU4 6PA

Eastern Way Industrial Estate Bury St Edmonds Suffolk
IP32 7AD

Target House Thorpe Way Banbury Oxon OX16 4TA

Stephenson Place Crawley West Sussex RH10 1TL
Formerly Imperial 246

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Name of company

* insert full name
of company

Northgate Vehicle Hire Limited

Unit 5 & 6 Broadwell Business Park Broadland Road
Oldbury B69 4BT

Springkerse Road Springkerse Industrial Estate Stirling FK7
7SN

Mayden House Hardwick Road Kings Lynn PE30 4HT

Potter Street Willington Quay Wallsend Tyne & Wear NE28
6TZ

North Close Aldershot Hampshire GU12 4DF

Spytty Road Lee Way Industrial Estate Newport NP19 4QT

Mayden House Wardentree Lane Pinchbeck Spalding PE11
3UG

Blackstone Road Stukeley Meadows Industrial Estate
Huntingdon PE29 6EF

Norflex House, Sheffield Aiport Business Park Europa Link
Sheffield South Yorkshire S9 1XU Formerly Don Valley 450

The Portway Stadium West Portway Industrial Estate
Andover Hampshire SP10 3LF

15 Bumpers Lane Sealand Industrial Estate Chester CH1
4LT

Winghay Close, Off Cross Street Longbridge Hayes Stoke
on Trent Staffordshire ST6 4DU Formerly EMVH 340

56-80 Fort Street (Off Delce Road) Rochester ME1 2DQ

Red Doles Lane Off Leeds Road Huddersfield HD2 1YF

Suite 3 First Floor Mayflower House 5th Avenue Business
Park Team Valley Trading Estate Gateshead NE11 0SD

2b Buckingham Avenue Slough SL1 4NB Formerly Adrian
Truck Hire 231

Lancaster Road Carnaby Industrial Estate Carnaby
Bridlington YO15 3QY

Chainbridge Road Blaydon Tyne & Wear NE21 5ST

Lancaster Road Carnaby Industrial Estate Carnaby
Bridlington YO15 3QY

Pear Mill Industrial Estate Stockport Road West Bredbury
Stockport SK6 2BP

Long Reach Road Barking Essex IG11 0JN Formerly 250

M395 Continuation Sheet

Company number

01434157

Name of company

* insert full name
of company

Northgate Vehicle Hire Limited

Norflex House Britannia Business Park Radway Road
Swindon SN3 4ND

85 Main Street Newmains Wishaw Scotland ML2 9BG

Navigation Road Diglis Worcester Worcs WR5 3DE
Formerly Foley 356

Unit 2 15 Lock Lane Off Millers Lane Warwick CV34 5AG

Jubilee Way off Third Way Avonmouth Bristol BS11 9YS

Lower William Street Northam Southampton Hants SO14
5QE Formerly UKV 235Bridge Avenue Chilwell Nottingham NG9 4BF Formerly
Beeston 335

1177 Coventry Road Hay Mills Birmingham B25 8DF

Picow Farm Road Runcorn Cheshire WA7 4JB

Beta Way Crabtree Road Thorpe Industrial Estate Egham
Surrey TW20 8RX Formerly Delta 225Folkestone West Station Shorncliffe Road Folkestone Kent
CT20 3PA**Part 3 – Long Leasehold**

Description and address	Title number
16 Burnet Road Sweet Briar Industrial Estate Sweet Briar Road Norwich NR3 2BS	NK31278 (PART OF), NK29232, NK8973
200 Ayleston Road Leicester LE2 7LF	LT55767
43 Normanby Road Scunthorpe DN15 6AL	HS198825
6 Carmaben Road Easter Queenslie Industrial Estate Glasgow G33 4UN	
Armada Works Emma Place Plymouth PL1 3QT	DN141827
Armada Works Emma Place Plymouth PL1 3QT	DN234363
Armada Works Emma Place Plymouth PL1 3QT	DN234364
Athlone Road Winwick Warrington WA2 8JJ	
Chester Park Alfreton Road Derby DE21 4AS	DY259135
Eagle Technology Park Eagle Way Off Queensway Rochdale OL11 GM533361 1TQ	
Fourth Way Avonmouth Bristol BS11 8DL	AV98962

M395 Continuation Sheet

Company number

01434157

Name of company

* insert full name
of company

Northgate Vehicle Hire Limited

Kitling Road Knowsley Business Park Prescot L34 9JA MS105979

Lamby Way Rumney Cardiff South Glamorgan CF3 2EQ CYM64643

Unit 6c, Lion Way Swansea Enterprise Park Swansea SA7 9FB

Folkestone West Station Shorncliffe Road Folkestone Kent CT20
3PA**Part 4 – Short Leasehold****Description and address**

Unit 1a Halesfield 5 Telford Shropshire TF7 4QJ

30-32 Duncrue Street Belfast BT3 9AR

50 St Ives Road Leicester LE4 9FN

126 Chesterfield Road Mansfield Nottinghamshire NG19 7JD

2 Hughenden Avenue High Wycombe Bucks HP13 5SD

75 Appleby Road Kendal Cumbria LA9 6HE Formerly LVR 147

Unit 4 Outer Circle Road Lincoln LN2 4HX Formerly Beeston 336

Gateway Park Newark Road Lincoln LN6 9UJ

Unit 7 North Hinskey Lane Botley Oxford OX2 0NR

Station Approach Leamington Spa CV32 3NN

Gatehouse Way Aylesbury Bucks HP19 3DB

Unit 4 Deal Street off Dalton Lane Keighley BD21 4LA

Armoury Road Small heath Birmingham B11 2RJ

Main Transport Offices P.O.Box 54 Enron Wilton Cleveland TS90
8TAMayden House Long Bennington Business Park Main Road Long
Bennington Newark Nottinghamshire NG23 5DJRichardshaw Road Grangefield Industrial Estate Pudsey Leeds
LS28 6QWNew Ford Road Waltham Cross Hertfordshire EN8 7PD Formerly
Orbital 215

M395 Continuation Sheet

Company number

01434157

Name of company

* insert full name
of company

Northgate Vehicle Hire Limited

Richardshaw Road Grangefield Industrial Estate Pudsey Leeds
LS28 6QW

Station Road North Merstham Surrey RH1 3ED

Corralls Coalyard Sackville Road Hove East Sussex BN3 7AN
Formerly Solent 241

108 Churchill Road Bicester Oxon OX6 7XD

Unit 2c, Grovelands Industrial Estate Longford Road Coventry CV7
9NE Formerly Mercia 350

Unit 11 Newark Road Industrial Estate Clayton Road Lincoln LN5
8RE

Barnwell Road Cambridge CB5 8RQ

Unit 3B Tyseal Base Craigshaw Crescent West Tullos Industrial
Estate Aberdeen AB12 3AW

M395 Continuation Sheet

Company number

01434157

Name of company

* insert full name
of company

Northgate Vehicle Hire Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 1434157
CHARGE NO. 31**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 JULY 2009
AND CREATED BY NORTHGATE VEHICLE HIRE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY
MEMBER OF THE GROUP AND BY EACH DEBTOR TO ANY
SECURED PARTY UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 23 JULY 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2009

PRO



Companies House
— for the record —



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