

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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 form MG01s

FRIDAY



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06/05/2011

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COMPANIES HOUSE

1

Company details

Company number

0 1 4 3 4 1 5 7

Company name in full

Northgate Vehicle Hire Limited

("Chargor")

34

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 8 0 4 2 0 1 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A supplemental deed dated 28 April 2011 between (1) the Chargor and (2) The Royal Bank of Scotland plc (as trustee for the Secured Parties (as defined below) "Security Trustee") to a charge over shares in Northgate Vehicle Hire (Ireland) Limited (company number 333586) dated 27 August 2009 between (1) the Chargor and (2) the Security Trustee ("Share Charge") ("Supplemental Deed")

4

Amount secured

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

Amount secured

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 any 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 ("Secured Liabilities")

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	The Royal Bank of Scotland plc(acting as trustee for itself and the Secured Parties)	
Address	5th Floor, 135 Bishopsgate	
	London	
Postcode	E C 2 M 3 U R	
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 CHARGE</p> <p>1 1 The Chargor, as beneficial owner, and as a continuing security for the purpose of securing the due and punctual payment and discharge of the Secured Liabilities</p> <p>(a) charged, and agreed to charge, in favour of the Security Trustee (as trustee for the Secured Parties), by way of a fixed charge and an equitable mortgage, all of its respective rights, title, benefit and interest whatsoever, present and future, to or in or in respect of the Shares and all related Distribution Rights, but so that the Security Trustee shall not in any circumstances incur any liability whatsoever in respect of any calls, instalments or otherwise in connection with the Shares and any related Distribution Rights, and</p> <p>(b) granted a lien to the Security Trustee (as trustee for the Secured Parties) on the certificates and other documents of title relating to the Shares and all related Distribution Rights together with such further certificates which may from time to time be issued to the Chargor in respect of any conversion, bonus, redemption, option or otherwise relating to the Shares and all related Distribution Rights</p> <p>1.2 The Supplemental Deed is supplemental to the Share Charge and the provisions of the Share Charge, with all necessary modifications, applies to the Security granted under the Supplemental Deed as if it was set out in full in the Supplemental Deed</p> <p>cont/d</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 870).

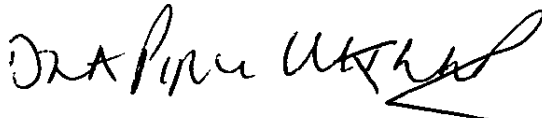
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  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 Jonathan Elliott

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



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 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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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>Definitions:</p> <p>1992 ISDA Master Agreement means the Master Agreement (Multicurrency Cross Border) as published by the International Swaps and Derivatives Association, Inc</p> <p>2002 ISDA Master Agreement means the 2002 Master Agreement as published by the International Swaps and Derivatives Association, Inc</p> <p>Accession Letter means a document substantially in the form set out in schedule 7 (<i>Form of Accession Letter</i>) of the Banks Facilities Agreement</p> <p>Agent means The Royal Bank of Scotland plc.</p> <p>Amendment Agreement means the amendment agreement dated 19 April 2011 made between, among others, the parties to the Bank Facilities Agreement, pursuant to which the Bank Facilities Agreement was amended and restated.</p> <p>Amendment Effective Date means 28 April 2011.</p> <p>Ancillary Document means each document relating to or evidencing the terms of a facility forming a part of an Ancillary Facility</p> <p>Ancillary Facility means each ancillary facility made available by any Ancillary Lender in accordance with clause 7 (<i>Ancillary Facility</i>) of the Bank Facilities Agreement</p> <p>Ancillary Lender means the Original Ancillary Lender and each person which accedes to the Intercreditor Agreement as an Ancillary Lender by executing a Creditor/Agent Accession Undertaking (for so long as it makes an Ancillary Facility available pursuant to the terms of the Bank Facilities Agreement) and each Lender which makes available an Ancillary Facility in accordance with clause 7 (<i>Ancillary Facility</i>) of the Bank Facilities Agreement.</p> <p>Arrangers means Barclays Corporate, The Royal Bank of Scotland plc and Lloyds TSB Bank plc whether acting individually or together.</p> <p>Bank Agent means The Royal Bank of Scotland plc.</p> <p>Bank Facilities means a Term Facility or a Revolving Facility</p> <p>Bank Facilities Agreement means the senior term loan and revolving credit facilities agreement made between, among others, the Company, the Chargor, the Agent, the Bank Lenders and the Security Trustee originally dated 10 July 2009 (as amended on 10 September 2009 and 15 December 2009 and as amended and restated by the Amendment Agreement on 19 April 2011).</p> <p>Bank Finance Document means any Finance Document and any Hedging Agreement.</p>

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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>Bank Finance Parties means the Agent, the Arrangers, the Security Trustee, the Original Lenders, the Hedge Counterparties, any Ancillary Lender and any Supplemental Lender</p> <p>Bank Lenders means each Original Lender (for so long as it is a Lender under and as defined in the Bank Facilities Agreement), each Ancillary Lender and each person which accedes to the Intercreditor Agreement as a Bank Lender by executing a Creditor/Agent Accession Undertaking.</p> <p>Charged Property means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security.</p> <p>Company means Northgate plc (company number 53171)</p> <p>Compliance Certificate means a certificate substantially in the form set out in part 1 of schedule 9 (<i>Form of Compliance Certificate</i>) of the Bank Facilities Agreement.</p> <p>Creditor/Agent Accession Undertaking means:</p> <p>(a) an undertaking substantially in the form set out in schedule 2 (<i>Form of Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement,</p> <p>(b) in the case of an acceding Debtor which is expressed to accede as an Intra Group Lender in the relevant Debtor Accession Deed, that Debtor Accession Deed; or</p> <p>(c) an Increase Confirmation</p> <p>Creditors means the Bank Lenders, the Note Holders, the Hedge Counterparties, the M&G Debt Lenders, the Intra Group Lenders and the Company and Creditor means any one of them</p> <p>Debt Document means each of the Intercreditor Agreement, the Hedging Agreements, the Bank Finance Documents, the Note Documents, the M&G Debt Finance Documents, the Supplemental Facility Agreements, the Ancillary Documents, the Security Documents, the documents documenting the Intra Group Liabilities and any other document designated as such by the Security Trustee and the Company</p> <p>Debtor means each Original Debtor, any person which becomes a Party as a Debtor in accordance with the terms of clause 16 (<i>Changes to the Parties</i>) of the Intercreditor Agreement and any other person which has granted a guarantee in favour of any Primary Creditor or any Transaction Security.</p> <p>Debtor Accession Deed means a deed substantially in the form set out in schedule 1 (<i>Form of Debtor Accession Deed</i>) of the Intercreditor Agreement.</p> <p>Delegate means any delegate, agent, attorney or co trustee appointed by the Security Trustee</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Distribution Rights means all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the Shares and all stocks, shares, rights, money or property accruing thereto or offered at any time by way of conversion, redemption, bonus, preference, option capital redemption or otherwise in respect thereof

Existing Hedging Agreements means the ISDA Master Agreements relating to cross currency hedging detailed below

(a) dated 11 September 2009, entered into by Lloyds TSB Bank plc and the Company;

(b) dated 11 September 2009, entered into by Clydesdale Bank PLC and the Company;

(c) dated 11 September 2009, entered into by The Royal Bank of Scotland plc and the Company,

(d) dated 11 September 2009, entered into by HSBC Bank plc and the Company;

(e) dated 11 September 2009, entered into by Barclays Bank PLC and the Company, and

(f) dated 11 September 2009, entered into by Fortis Bank and the Company

Fee Letter means

(a) any letter or letters dated 10 July 2009 and on or about the date of the Amendment Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in clause 15 (Fees) of the Bank Facilities Agreement or clause 5 (Fees, Costs and Expenses) of the Amendment Agreement, and

(b) any agreement setting out fees payable to a Bank Finance Party referred to in paragraph (e) of clause 2.2 (Increase) of the Bank Facilities Agreement, clause 15.5 (Interest, commission and fees on Ancillary Facilities) of the Bank Facilities Agreement or under the Bank Facilities Agreement or any other Finance Document

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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>Finance Document means the Bank Facilities Agreement, the Amendment Agreement, the First Amendment Letter, the Second Amendment Letters, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Hedging Strategy Letter, any Fee Letter, any Transfer Certificate, the Existing Hedging Agreements, any New Hedging Agreement, the Intercreditor Agreement, the Intercreditor Amendment Agreement, any Supplemental Facility Agreement, the Intra-Group Loan Agreements, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Company, provided that where the term Finance Document is used in, and construed for the purposes of, the Bank Facilities Agreement or the Intercreditor Agreement, an Existing Hedging Agreement and a New Hedging Agreement shall be a Finance Document only for the purposes of</p> <p>(a) the definition of "Material Adverse Effect" in the Bank Facilities Agreement,</p> <p>(b) paragraph (a) of the definition of "Permitted Transaction" in the Bank Facilities Agreement,</p> <p>(c) the definition of "Transaction Document" in the Bank Facilities Agreement,</p> <p>(d) the definition of "Transaction Security Document" in the Bank Facilities Agreement;</p> <p>(e) paragraph (f) of clause 1 2 (Construction) of the Bank Facilities Agreement,</p> <p>(f) clause 21 (Guarantee and indemnity) of the Bank Facilities Agreement;</p> <p>(g) clause 26 (Events of Default) (other than clause 26 15 2 (Repudiation and rescission of agreements) and clause 26 20 (Acceleration)) of the Bank Facilities Agreement,</p> <p>(h) clause 32.12 (Set-off) of the Bank Facilities Agreement.</p> <p>First Amendment Letter means the side letter dated on or about 10 September 2009, entered into between, among others, the Company, the Agent, the Lenders, the Note Holders and certain Hedge Counterparties waiving certain provisions of the Intercreditor Agreement, and amending the Bank Facilities Agreement and the Note Purchase Agreement.</p> <p>First Note Amendment Agreement means the amended, restated and consolidated note purchase agreement dated on or about 10 July 2009 and made between the Company and the Note Holders amending, restating and consolidating the Note Purchase Agreement (as then in effect)</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

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

Hedge Counterparty means:

- (a) Barclays Bank PLC,
- (b) Clydesdale Bank PLC;
- (c) Fortis Bank, UK Branch,
- (d) HSBC Bank plc,
- (e) Lloyds TSB Bank plc,
- (f) The Royal Bank of Scotland plc, and

(g) and any other person which is or has become a party to the Bank Facilities Agreement and the Intercreditor Agreement in each case as a Hedge Counterparty in accordance with the provisions of the Bank Facilities Agreement or the Intercreditor Agreement as the case may be,

together the **Hedge Counterparties**

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 Facilities, the Notes and/or the M&G Debt Facility each a **Hedging Agreement**

Hedging Strategy Letter means a letter from the Company to, amongst others, the Agent described on its face as the Hedging Strategy Letter including the letter dated 19 April 2011 and delivered to the Agent pursuant to part 1 of schedule 2 (*Conditions precedent to signing of the Agreement*) of the Amendment Agreement

Increase Confirmation means a confirmation substantially in the form set out in schedule 14 (*Form of Increase Confirmation*) of the Bank Facilities Agreement

Intercreditor Agreement means the intercreditor agreement dated 10 July 2009 and made between, among others, the Company, the Bank Agent, the M&G Debt Agent, the Lenders, the Note Holders and the Hedge Counterparties as amended from time to time and including as amended and restated pursuant to the Intercreditor Amendment Agreement

Intercreditor Amendment Agreement means the intercreditor amendment agreement dated 19 April 2011 made between, among others, the Company, the Agent, the Lenders, the Note Holders and the Hedge Counterparties pursuant to which the Intercreditor Agreement then in effect was amended and restated.

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Short particulars

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 Bank Facilities Agreement 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 Liabilities means the Liabilities owed by any member of the Group to any of the Intra Group Lenders

Intra-Group Loan Agreements means the intra-group loan agreements:

(a) dated 27 November 2006 between Northgate (MT) Limited and Northgate Vehicle Hire (Ireland) Limited as amended and restated on or about 11 September 2009 and on or about the Amendment Effective Date;

(b) dated 16 April 2009 between Northgate (MT) Limited and the Company as amended and restated on or about the 11 September 2009 and on or about the Amendment Effective Date,

(c) dated 16 November 2006 between Northgate (MT) Limited and Record Rent a Car S.A (a company which merged into Northgate Espana Renting Flexible S A such that all the rights and liabilities of Record Rent a Car were assigned to Northgate Espana Renting Flexible S.A) as amended and restated on or about 11 September 2009 and on or about the Amendment Effective Date;

(d) dated 16 November 2006 between Northgate (MT) Limited and Northgate Espana Renting Flexible S A (formerly known as Forgonetas de Alquiler) as amended and restated on or about 11 September 2009 and on or about the Amendment Effective Date;

(e) effective as of 20 June 2010 between Northgate (CB) Limited and the Company as amended and restated on or about the Amendment Effective Date,

(f) dated 30 April 2007 between Northgate (TM) Limited and the Chargor as amended on or about 11 September 2009 as amended and restated on or about the Amendment Effective Date, and

(g) dated 27 November 2006 between Northgate Europe Limited and the Company.

ISDA Master Agreement means a 1992 ISDA Master Agreement or a 2002 ISDA Master Agreement

Lender means:

(a) any Original Lender, and

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Short particulars	Please give the short particulars of the property mortgaged or charged
	<p>(b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with clause 27 (<i>Changes to the Lenders</i>) of the Bank Facilities Agreement,</p> <p>which in each case has not ceased to be a party in accordance with the terms of the Bank Facilities Agreement</p> <p>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</p> <p>(a) any novation, deferral or extension,</p> <p>(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,</p> <p>(c) any claim for damages or restitution; and</p> <p>(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,</p> <p>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</p> <p>M&G Accession Letter means a document substantially in the form set out in schedule 7 (<i>Form of Accession Letter</i>) of the M&G Debt Facility Agreement</p> <p>M&G Compliance Certificate means a certificate substantially in the form set out in part 1 of schedule 9 (<i>Form of Compliance Certificate</i>) of the M&G Debt Facility Agreement</p> <p>M&G Debt Agent means M&G Investment Management Limited.</p> <p>M&G Debt Facility means the term loan facility made available to the Company by the M&G Lenders pursuant to the M&G Debt Facility Agreement.</p> <p>M&G Debt Facility Agreement means the facility agreement dated 19 April 2011 made between, amongst others, the Company, the M&G Debt Agent and the M&G Debt Lenders which made available a £100,000,000 term loan facility to the Company by the M&G Debt Lenders.</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>M&G Debt Finance Document means the M&G Debt Facility Agreement, any M&G Accession Letter, any M&G Compliance Certificate, any Hedging Strategy Letter, any New Hedging Agreement, any M&G Fee Letter, any M&G Transfer Certificate, the Intercreditor Agreement, the Intercreditor Amendment Agreement, the Intra-Group Loan Agreements, any M&G Resignation Letter, any Transaction Security Document, any M&G Utilisation Request and any other document designated as an M&G Debt Finance Document by the M&G Debt Agent and the Company, provided that where the term M&G Debt Finance Document is used in, and construed for the purposes of, an M&G Debt Finance Document, a New Hedging Agreement shall be an M&G Debt Finance Document only for the purposes of:</p> <p>(a) paragraph (a) of the definition of "Permitted Transaction" in the M&G Debt Facility Agreement,</p> <p>(b) the definition of "Transaction Document" in the M&G Debt Facility Agreement;</p> <p>(c) the definition of "Transaction Security Document" in the M&G Debt Facility Agreement;</p> <p>(d) the definition of "Material Adverse Effect" in the M&G Debt Facility Agreement;</p> <p>(e) paragraph (f) of clause 1.2 (Construction) of the M&G Debt Facility Agreement, and</p> <p>(f) clause 24 (Events of Default) (other than 24.15 2 (Repudiation and rescission of agreements) and clause 24.20 (Acceleration)) in the M&G Debt Facility Agreement.</p> <p>M&G Debt Lenders means the Original M&G Debt Lenders and any bank, financial institution, trust, fund or other entity which becomes a party to the M&G Debt Facility Agreement as a lender in accordance with its provisions from time to time</p> <p>M&G Fee Letter means</p> <p>(a) any letter or letters on or about the date of the M&G Debt Facility Agreement between the M&G Debt Lender and the Company (or the M&G Debt Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in clause 13 (Fees) of the M&G Debt Facility Agreement, and</p> <p>(b) any agreement setting out fees payable to the M&G Debt Agent or M&G Lenders referred to in paragraph (e) of clause 2 2 (Increase) or any other M&G Debt Finance Document.</p>	

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Short particulars	<p>M&G Lenders means Prudential/M&G UK Companies Financing Fund LP and any bank, financial institution, trust, fund or other entity which becomes a party to the M&G Debt Facility Agreement as a lender in accordance with its provisions from time to time.</p> <p>M&G Resignation Letter means a letter substantially in the form set out in schedule 8 (<i>Form of Resignation Letter</i>) of the M&G Debt Facility Agreement</p> <p>M&G Transfer Certificate means a certificate substantially in the form set out in schedule 5 (<i>Form of Transfer Certificate</i>) of the M&G Debt Facility Agreement or any other form agreed between the M&G Debt Agent and the Company.</p> <p>M&G Utilisation Request means a notice substantially in the relevant form set out in part 1 schedule 3 (<i>Requests and Notices</i>) of the M&G Debt Facility Agreement</p> <p>New Hedging Agreements means any master agreement, confirmation, schedule or other agreement or amendment of any of the foregoing in each case 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 accordance with the Hedging Strategy Letter on or after the Amendment Effective Date and shall include for the avoidance of doubt any amendment or novation of an existing hedging agreement and hedging arrangements at, or in excess of, the minimum amounts required pursuant to the Hedging Strategy Letter up to maximum aggregate amounts permitted under the Intercreditor Agreement</p> <p>Note Documents means the Intercreditor Agreement, the Note Purchase Agreement, the Notes, the Note Guarantees, the First Note Amendment Agreement, the First Amendment Letter, the Second Amendment Letter and the Second Note Amendment Agreement, the Security Documents, and any other document designated as a Note Document by the Note Holders and the Company</p> <p>Note Guarantees means each guarantee granted by a Note Guarantor in favour of the Note Holders in respect of the Note Liabilities provided on or before the Amendment Effective Date or thereafter in accordance with the terms of the Note Documents and the Intercreditor Agreement.</p>	

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Short particulars

Note Guarantor means the Company, the Chargor, Northgate (Europe) Limited (company number 05932194), Northgate Espana Renting Flexible S.A ((formerly named Furgonetas de Alquiler S.A and as successor by merger to Record Rent a Car S A.) registered with the Commercial Registry of Madrid, Volume 2541, Page 102, Sheet M-44375 under Tax Number (CIF) A-28659423), Northgate (Malta) Limited (company number C39845), Northgate (MT) Limited (company number C39847), Northgate (TM) Limited (company number 5875221), Northgate Vehicle Sales Limited (company number 2337128), Northgate Vehicle Solutions Limited (company number 3853399) and Northgate Vehicle Hire (Ireland) Limited (company number 333586), Northgate (CB) Limited (company number 7233528) and each other Group Company which provides a guarantee in favour of the Note Holders in respect of the Note Liabilities in accordance with the terms of the Note Documents and the Intercreditor Agreement

Note Holders means the holders of any of the Notes from time to time, including The Prudential Insurance Company of America, Gibraltar Life Insurance Co, Ltd, Prudential Retirement Insurance and Annuity Company, 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, Assurity Life Insurance Company, Chase Nominees Ltd A/C 74619, The Prudential Assurance Company Limited, Modern Woodmen of America, Teachers Insurance and Annuity Association of America and The Travelers Indemnity Company as Note Holders and each person which accedes to the Intercreditor Agreement as a Note Holder by executing a Creditor/Agent Accession Undertaking

Note Liabilities means the Liabilities owed by the Debtors to the Note Holders under or in connection with the Note Documents

Note Purchase Agreement means

(a) the Note Purchase Agreement dated as of 14 December 2006, made between the Company and the respective Note Holders named therein; and

(b) the Note Purchase Agreement dated as of 20 November 2007 between the Company and the respective Note Holders named therein,

each as amended, restated and consolidated pursuant to the First Note Amendment Agreement and amended on and from 10 September 2009 pursuant to the First Amendment Letter, on and from 15 December 2009 pursuant to the Second Amendment Letter and on and from the Amendment Effective Date amended and restated pursuant to the Second Note Amendment Agreement.

Notes means the notes issued pursuant to the Note Purchase Agreement

Original Ancillary Lender means The Royal Bank of Scotland plc

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Please give the short particulars of the property mortgaged or charged

Short particulars

Original Debtors means the Company, the Chargor, Northgate (Europe) limited (company number 05932194), Northgate Vehicle Sales Limited (company number 2337128), Northgate Vehicle Solutions Limited (company number 3853399), Northgate (TM) Limited (company number 5875221), Northgate Espana Renting Flexible, S A. ((formerly named Furgonetas de Alquiler S A. and as successor by merger to Record Rent a Car S.A.) registered with the Commercial Registry of Madrid, Volume 2541, Page 102, Sheet M-44375 under Tax Number (CIF) A-28659423), Northgate (Malta) Limited (company number C39845), Northgate (MT) Limited (company number C39847), Northgate Vehicle Hire (Ireland) Limited (company number 333586) and Northgate (CB) Limited (company number 7233528)

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

Original M&G Debt Lenders means Prudential / M&G UKCF GP Limited

Original Supplemental Lender means The Royal Bank of Scotland plc

Party means a party 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)

Primary Creditor means the Bank Lenders, Hedge Counterparties, M&G Debt Lenders and the Note Holders

Receiver means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

Resignation Letter means a letter substantially in the form set out in schedule 8 (*Form of Resignation Letter*) of the Bank Facilities Agreement.

Revolving Facility means the revolving credit facility described in clause 2 1 1(c) or clause 2 1.1(d) (*The Facilities*) of the Bank Facilities Agreement

Second Amendment Letters means the side letters dated on or about 15 December 2009, entered into between the Company and the Agent amending the Bank Facilities Agreement and the Intercreditor Agreement together with the side letter dated on or about 11 December 2009 made between the Company and certain Note Holders amending the Note Purchase Agreement and the Intercreditor Agreement

Second Note Amendment Agreement means the second amended and restated note purchase agreement dated 19 April 2011 and made between the Company and the Note Holders amending the Note Purchase Agreement (as then in effect).

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>Secured Documents means each of the Intercreditor Agreement, the Hedging Agreements, the Bank Finance Documents, the M&G Debt Finance Documents, the Note Documents, the Ancillary Documents, the Supplemental Facilities Agreements and any other document designated as such by the Security Trustee and the Company</p> <p>Secured Parties means the Security Trustee, any Receiver or Delegate and the Bank Agent and the M&G Debt Agent, the Arrangers, the Ancillary Lenders, the Supplemental Lenders and each Primary Creditor from time to time but, in the case of the Bank Agent, the M&G Debt Agent, an Arranger or each Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of the Bank Agent or the M&G Debt Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 16.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement and Secured Party means any one of them</p> <p>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</p> <p>Security Documents means</p> <ul style="list-style-type: none"> (a) each of the Transaction Security Documents, (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Liabilities; and (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above <p>Selection Notice means a notice substantially in the form set out in part 2 of schedule 3 (Requests) of the Bank Facilities Agreement given in accordance with clause 13 (Interest Periods) of the Bank Facilities Agreement in relation to a Term Facility.</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>Shares means all of the shares (including, without limitation, all of the shares specified in schedule 1 of the Share Charge) (whether in certificated, de-materialised or uncertificated form) in the capital of Northgate Vehicle Hire (Ireland) Limited (company number 333586) which the Chargor may now or hereafter hold or legally and/or beneficially own or in respect of which it may now or hereafter have any rights, including in each case</p> <p>(a) all proceeds of sale thereof and other all moneys, income and amounts received from the redemption of all or any part of such shares and all dividends, interest or other distributions hereafter declared, made, paid or payable in respect of such shares,</p> <p>(b) the Distribution Rights,</p> <p>(c) any right against any clearance system in respect of such shares, and</p> <p>(d) any right under any custodian or other agreement in respect of such shares.</p> <p>Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p>Supplemental Facilities means the standby letter of credit, payment systems, credit card and cheque negotiation facilities provided by a Supplemental Lender from time to time up to an aggregate maximum amount of £4,350,000 (or its equivalent in other currencies), each a Supplemental Facility.</p> <p>Supplemental Facility Agreements means the agreements documenting the Supplemental Facilities or any permitted guarantee under the Bank Facilities Agreement provided in respect thereof.</p> <p>Supplemental Lender means</p> <p>(a) any Lender which provides Supplemental Facilities from time to time which are permitted under the Banks Facilities Agreement; or</p> <p>(b) the Original Supplemental Lender and each person which accedes to the Intercreditor Agreement as a Supplemental Lender by executing a Creditor/Agent Accession Undertaking (for so long as it makes a Supplemental Facility available to a Debtor).</p> <p>Term Facility means the term loan facility described in clause 2 1 1(a) or clause 2 1 1(b) (<i>The Facilities</i>) of the Bank Facilities Agreement</p> <p>Transaction Security means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Transaction Security 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>Transaction Security Documents means each document entered into by any Group Company creating or expressed to create, evidencing or granting any Security in favour of the Secured Parties (or any of them) over all or any part of its assets in respect of the liabilities of any Group Company to the Secured Parties under or pursuant to any of the Debt Documents, each in form and substance satisfactory to the Security Trustee, each a Transaction Security Document</p> <p>Transfer Certificate means a certificate substantially in the form set out in schedule 5 (<i>Form of Transfer Certificate</i>) of the Bank Facilities Agreement or any other form agreed between the Agent and the Company.</p> <p>Utilisation Request means a notice substantially in the relevant form set</p>	



DX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1434157
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 28
APRIL 2011 AND CREATED BY NORTHGATE VEHICLE HIRE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY MEMBER OF THE GROUP AND BY ANY
DEBTOR TO ANY SECURED PARTY 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 6 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES