

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

167898/420

# 395

A fee of £10 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

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

For official use

Company number



2982126

Name of company

\* Auto Trader Holland Limited (the **Company**)

Date of creation of the charge

3rd October, 2003

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

T Global Accession Deed (the **Deed of Accession**) between GMG Auto Trader Holdings Limited (the **Parent**), the Company, the other Subsidiaries of the Parent named therein and The Royal Bank of Scotland plc as security agent (the **Security Agent**) pursuant to which the Company became a party to the Debenture

Amount secured by the mortgage or charge

T + 10 All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Secured Creditors (or any of them) under each or any of the Finance Documents, in each case together with all costs, charges and expenses incurred by any Secured Creditor in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities (the **Secured Liabilities**).

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

The Royal Bank of Scotland plc  
135 Bishopsgate  
London  
as Security Agent

Postcode EC2M 3UR

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

Allen & Overy  
One New Change  
London  
EC2M 9QQ

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0042  
10/10/03

Time critical reference

Short particulars of all the property mortgaged or charged

(see Continuation Sheets Nos. 1 to 10)

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Allen & Overy*

Date 09 October 2003

On behalf of ~~XXXXXX~~ [mortgagee/chargee]

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† delete as  
appropriate

**Notes**

- 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

**Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 1)**

21  
+  
95

**1.1 Fixed charges**

Pursuant to the Debenture, each Chargor as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of all Secured Liabilities, charged in favour of the Security Agent (as agent and trustee for itself and each of the other Secured Creditors):

- (a) by way of first legal mortgage, the property specified in schedule B to the Deed of Accession, together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same;
- (b) by way of first legal mortgage, all freehold and leasehold property (other than that referred to in sub-paragraph 1.1(a) above) wheresoever situate owned by it or in which it may have an interest (in each case) where the market value of such property or interest therein (on the date of the Deed of Accession or, if at the date of the acquisition thereof it is already a party to the Debenture, such date, or on the date of any re-valuation thereof) is equal to, or exceeds, £750,000 (or its equivalent) together with all liens, charges, options, agreements, rights and interests in or over such property or the proceeds of sale of such property and all buildings and Fixtures thereon and all rights, easements and privileges appurtenant to, or benefiting, the same, subject, in the case of any leasehold properties or properties occupied under a licence or other agreement, to any necessary third party's consent to such mortgage being obtained;
- (c) by way of first fixed charge (and to the extent not the subject of a first legal mortgage pursuant to the Debenture) all present and future estates or interests in any freehold or leasehold property, wheresoever situate belonging to it on the date of the Deed of Accession or thereafter together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties or properties occupied under a licence or other agreement, to any necessary third party's consent to such charge being obtained;
- (d) by way of first fixed charge, all plant, machinery, computers and vehicles now or in the future owned by it and its interest in any plant, machinery, computers or vehicles in its possession;
- (e) by way of first fixed charge, all moneys (including interest) from time to time standing to the credit of the Blocked Accounts and the Realisations Accounts and the debts represented thereby;
- (f) by way of first fixed charge, all moneys (including interest) from time to time standing to the credit of each of its present and future accounts other than the Blocked Accounts and the Realisations Accounts (including, without limitation, the Collateral Accounts) with any bank, financial institution or other person and the debts represented thereby;

## **Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

### **Short particulars of all property mortgaged or charged (Continuation Sheet No. 2)**

- (g) by way of first fixed charge, (to the extent not included in the assignment effected by in Clause 4.3 (Assignments)) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof;
- (h) by way of first fixed charge, all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same;
- (i) by way of first fixed charge, (to the extent that the same do not fall within any other sub-paragraph of Clause 4.1 (Fixed charges) or under Clause 4.3 (Assignments)) all of its rights and benefits under each of the Relevant Agreements, all bills of exchange and other negotiable instruments held by it, and (subject to any necessary (as at the date of the Deed of Accession) third party's consent to such charge being obtained) any distributorship or agreement for the licensing of Intellectual Property Rights or similar agreements entered into by it, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it;
- (j) by way of first fixed charge, any beneficial interest, claim or entitlement of it in any pension fund;
- (k) by way of first fixed charge, its present and future goodwill;
- (l) by way of first fixed charge, the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (m) by way of first fixed charge, its present and future uncalled capital; and
- (n) by way of first fixed charge, all of its Scheduled Intellectual Property and all other present and future Intellectual Property Rights owned by it, subject to any necessary (as at the date of the Deed of Accession) third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charges thereof purported to be effected by sub-paragraph (n) of Clause 4.1 (Fixed charges) and paragraph (c) of Clause 4 of the Deed of Accession shall each operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities.

## **1.2 Charges on shares**

Pursuant to the Debenture, each Chargor, as sole beneficial owner and with full title guarantee, as continuing security for the payment, discharge and performance of all the Secured Liabilities:

## **Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

### **Short particulars of all property mortgaged or charged (Continuation Sheet No. 3)**

- (a) mortgaged and charged and agreed to mortgage and charge to the Security Agent (as agent and trustee for itself and each of the other Secured Creditors) all Group Shares held at the date of the Deed of Accession or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first legal mortgage; and
- (b) mortgaged and charged and agreed to mortgage and charge to the Security Agent (as agent and trustee for itself and each of the other Secured Creditors) all the Related Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first legal mortgage or charge.

#### **1.3 Assignments**

- (a) Pursuant to sub-paragraph (a) of Clause 4.3 (Assignments), each Chargor as sole beneficial owner and with full title guarantee, as continuing security for the payment, discharge and performance of the Secured Liabilities, assigned and agreed to assign to the Security Agent (as agent and trustee for itself and each of the other Secured Creditors) all its right, title and interest (if any) in and to:
  - (i) the Insurances;
  - (ii) the Acquisition Documents;
  - (iii) the Hedging Documents;
  - (iv) the TNT Transaction Documents;
  - (iv) the Intra-Group Loan Agreements; and
  - (v) the Investor Documents.
- (b) To the extent that any such right, title and interest described in sub-paragraph (a) of Clause 4.3 (Assignments) is not assignable or capable of assignment, the assignment thereof purported to be effected by that paragraph shall operate as:
  - (i) in the case of the Insurances, an assignment of any and all proceeds of the Insurances received by each Chargor; and
  - (ii) in the case of the other Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive therefrom or be awarded or entitled to in respect thereof,in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

#### **1.4 Floating charges**

Pursuant to Clause 5.1 (Creation of floating charges), each Chargor as beneficial owner and with full title guarantee, as security for the payment, discharge and performance of the Secured Liabilities, charged in favour of the Security Agent (as agent and trustee for itself and each of the other Secured Creditors) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future to the extent not otherwise

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**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 4)**

effectively mortgaged, charged or assigned by way of legal mortgage, fixed charge or assignment by Clause 4 (Fixed charges; Assignments).

**1.5 Restrictions on dealing**

By Clause 5.2 (Restrictions on dealing), each Chargor undertook to each Secured Creditor that, save as expressly permitted under the terms of the Credit Agreement or as permitted by the Security Agent (acting on the instruction of the Majority Lenders and the Majority Senior Creditors) in writing, it will not:

- (a) create or permit to subsist any Security Interest over all or any of the Security Assets; or
- (b) part with, lease, sell, transfer or otherwise dispose of or agree to part with, lease, sell, transfer or otherwise dispose of all or any part of the Security Assets or any interest therein.

**1.6 Conversion of floating charge**

- (a) Pursuant to Clause 5.3 (Conversion of floating charge), the Security Agent may by notice to any Chargor convert the floating charge created by the Debenture into a specific charge as regards all or any of such Chargor's assets, rights and property specified in the notice:
  - (i) if a Declared Default has occurred; or
  - (ii) if the Security Agent in good faith considers such assets, rights or property to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy; or
  - (iii) if the Security Agent becomes aware or has, in good faith, reason to believe that steps have been taken which would, in the reasonable opinion of the Security Agent, be reasonably likely to lead to the appointment of an administrator in relation to such Chargor (or such an administrator has been appointed) or to the winding up of such Chargor; or
  - (iv) if such Chargor fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply, with its obligations under Clause 5.2 (Restrictions on dealing).
- (b) The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of any Chargor on the convening of any meeting of the members of such Chargor to consider a resolution to wind the Chargor up (or not to wind such Chargor up) other than by a solvent winding up provided that such solvent winding up would not be an Event of Default.
- (c) The floating charge created by Clause 5.1 (Creation of floating charges) may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or

## **Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 5)**

(ii) anything done with a view to obtaining a moratorium,  
under the Insolvency Act 2000.

(d) The floating charge created by Clause 5.1 (Creation of floating charges) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **1.7 Undertakings relating specifically to the Security Assets**

Pursuant to sub-paragraph (a) of Clause 8.3 (Undertakings relating specifically to the Security Assets), each Chargor will:

(i) get in and realise its:

(A) securities to the extent held by way of temporary investment,

(B) book and other debts and other moneys, and

(C) royalties, fees and income of like nature in relation to the assets specified in Clause 4.1(n) (which are described in paragraph 1.1(n) of this Companies Form 395),

in the ordinary course of its business and hold the proceeds of such getting in and realisation (until payment into the Collateral Account(s) in accordance with sub-paragraph (a) (ii) of Clause 8.3 (Undertakings relating specifically to the Security Assets) upon trust for the Security Agent (as agent and trustee as aforesaid);

(ii) save to the extent that the Security Agent otherwise agrees in writing, pay the proceeds of such getting in and realisation into a Collateral Account; and

(iii) not assign or otherwise transfer and will not create or permit to exist any Security Interest (other than a Security Interest expressly permitted by the terms of the Credit Agreement) over any of the property or assets referred to in (i) above or over any Collateral Account or any interest therein.

### **2.1 Definitions**

The following terms used in this Companies Form 395 have the meanings set out below:

**Accession Deed** means an Issuing Bank Accession Deed or an Obligor Accession Deed;

**Account Bank** means each of the banks or financial institutions with whom the Security Accounts are maintained from time to time pursuant to Clause 10 (The Account Banks);

**Acquisition Documents** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Additional Borrower** means a member of the Group which becomes a Borrower in accordance with sub-clause 31.6 (Additional Obligors) of the Credit Agreement;

## **Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 6)**

**Additional Guarantor** means a member of the Group which becomes a Guarantor in accordance with sub-clause 31.6 (Additional Obligors) of the Credit Agreement;

**Administrative Party** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Ancillary Facility** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Ancillary Facility Document** means any document evidencing any Ancillary Facility;

**Arrangers** means CIBC World Markets, ING Bank N.V., London Branch and The Royal Bank of Scotland plc;

**Blocked Account** means each **blocked account** as referred to in clause 11.5 (Payment into a blocked account) of the Credit Agreement;

**Borrower** means an Original Borrower or an Additional Borrower;

**Chargor** means each company listed in part A of schedule 1 (The Chargors) to the Debenture and the Company and each other company listed in schedule A (The Subsidiaries) to the Deed of Accession;

**Collateral Account** means each account which is not a Blocked Account or a Realisations Account maintained from time to time by a Chargor at such branch of an Account Bank as the Security Agent may from time to time approve;

**Credit Agreement** means the credit facilities agreement dated the 22 August, 2003 made between, inter alios, the Parent, the persons specified therein as Original Borrowers and/or Original Guarantors, the Arrangers, the Original Lenders and The Royal Bank of Scotland plc as the Issuing Bank, Facility Agent and Security Agent, as supplemented, amended, novated and restated from time to time;

**Debenture** means the debenture between the Parent, various of its subsidiaries and the Security Agent dated 22 August 2003;

**Declared Default** means an Event of Default which has resulted in the Facility Agent serving notice under any provision of clause 24.21 (Acceleration) of the Credit Agreement;

**Event of Default** means an event specified as such in clause 24 (Default) of the Credit Agreement;

**Facility Agent** means The Royal Bank of Scotland plc in its capacity as facility agent for the Senior Creditors under the Credit Agreement;

**Fee Letter** means the fee letter dated 22 August, 2003 from the Senior Creditors to the Parent and 2219<sup>th</sup> Single Member Shelf Investment Company Limited and any other letter entered into with reference to the Credit Agreement between one or more Administrative Parties and the Parent and/or 2219<sup>th</sup> Single Member Shelf Investment Company Limited setting out the amount of certain fees referred to in the Credit Agreement;

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**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 7)**

**Finance Documents** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement, which includes without limitation:

- (a) the Credit Agreement;
- (b) the Priority Agreement;
- (c) a Fee Letter;
- (d) an Ancillary Facility Document;
- (e) a Hedging Document;
- (f) a Security Document (including, but without limitation, the Debenture);
- (g) an Accession Deed; and
- (h) any other document designated as such by the Facility Agent and the Parent.

**Fixtures** means, in relation to any freehold or leasehold property charged by or pursuant to this security, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by any Chargor;

**Debenture** means an English law governed debenture dated 22 August, 2003 and made between (among others) GMG Auto Trader Holdings Limited, the Chargors (as defined therein) and the Security Agent.

**Group** means the Parent and its Subsidiaries;

**Group Shares** means all shares specified in schedule 4 (Group Shares) to the Debenture or in schedule D to the Deed of Accession and including, without limitation, any such shares in a Joint Venture, or, when used in relation to a particular Chargor, such of those shares as are specified against its name in schedule 4 (Group Shares) to the Debenture or as are specified in schedule D to the Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by any or (when used in relation to a particular Chargor) that Chargor;

**Guarantor** means an Original Guarantor and any Additional Guarantor;

**Hedging Bank** has the meaning given to that term in clause 1.1 (Definitions) of the Priority Agreement;

**Hedging Document** has the meaning set out in clause 1.1 (Definitions) of the Priority Agreement;

**Insurance** in relation to any member of the Group means any contract of insurance taken out by or on behalf of that member of the Group or under which it has a right to claim;

**Intellectual Property Rights** means all know-how, patents, trade marks, service marks, designs, business names, domain names, topographical or similar rights, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

**Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 8)**

**Intra-Group Loan Agreements** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Investor Documents** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Issuing Bank** means The Royal Bank of Scotland plc in its capacity as such under the Credit Agreement;

**Issuing Bank Accession Deed** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Joint Venture** means any joint venture entity, partnership or similar person, the ownership of or other interest in which does not require any member of the Group to consolidate the results of such person with their own as a Subsidiary;

**Lender** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Loan** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Majority Lenders** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Majority Senior Creditors** means the Majority Lenders, as adjusted under subclause 12.6 (Voting rights) of the Priority Agreement;

**Obligor** means a Borrower or a Guarantor;

**Obligor Accession Deed** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Original Borrower** means the parties set out in Part 1 of schedule 1 to the Credit Agreement;

**Original Guarantor** means the parties set out in Part 1 of schedule 1 to the Credit Agreement;

**Priority Agreement** means the priority agreement dated 22nd August, 2003 made between, among others, the Parent, the persons specified therein as Obligors, the Senior Creditors, the Investors and The Royal Bank of Scotland as Facility Agent and Security Agent, as supplemented, amended, novated and restated from time to time;

**Realisations Account** means each account maintained from time to time by or in the name of the Chargors or any of them for the purposes of Clause 12.2 (Contingencies) at such branch or branches of an Account Bank as the Security Agent may from time to time approve;

**Related Rights** means, in relation to the Group Shares, all dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option

**Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 9)**

rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares;

**Relevant Agreements** means each agreement or instrument assigned or purported to be assigned pursuant to Clause 4.3 (Assignments) together with any and each other agreement or instrument supplementing or amending any such agreement or instrument;

**Scheduled Intellectual Property** means the Intellectual Property Rights described in schedule 2 (Scheduled Intellectual Property) to the Debenture or schedule C (Scheduled Intellectual Property) to the Deed of Accession;

**Secured Creditor** means each of:

- (a) the Facility Agent, the Security Agent, the Arrangers, the Lenders and the Issuing Bank party to or having an interest in the Finance Documents from time to time; and
- (b) the Hedging Banks party to or having an interest in the Hedging Documents from time to time,

(together the **Secured Creditors**);

**Security Accounts** means the Collateral Accounts, the Blocked Accounts and the Realisations Accounts;

**Security Assets** means all assets, rights and property of the Chargors or any of them the subject of any security created hereby or pursuant hereto and includes, for the avoidance of doubt each Chargor's rights to or interests in any chose in action and the Security Shares;

**Security Document** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Security Interest** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement in each case for the purpose of creating security and any reservation of title or security interest or any other agreement or arrangement having a substantially similar effect;

**Security Shares** means the Group Shares and the Related Rights and, in the case of each Chargor, means such of the Group Shares as are held by it at the relevant time, together with all Related Rights in respect thereof;

**Subsidiary** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement;

**Term Loan Facility** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement; and

**TNT Transaction Documents** has the meaning given to that term in clause 1.1 (Definitions) of the Credit Agreement.

**Companies Form**

**Auto Trader Holland Limited (registered number 2982126)**

**Short particulars of all property mortgaged or charged (Continuation Sheet No. 10)**

**2.2 Interpretation**

In this Companies Form 395, unless the contrary intention appears, a reference to:

- (a) a Clause is a reference to a clause in the Debenture;
- (b) words imparting the singular include the plural and vice versa;
- (c) the Security Agent, the Company, a Chargor or any other person includes its successors in title, permitted assigns and permitted transferees; and
- (d) the Debenture (or any Clause thereof or schedule thereto) shall be deemed to include the Deed of Accession.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02982126

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GLOBAL ACCESSION DEED DATED THE 3rd OCTOBER 2003 AND CREATED BY AUTO TRADER HOLLAND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE SECURED CREDITORS (OR ANY OF THEM) 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 10th OCTOBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th OCTOBER 2003.

PO  
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THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —