

133770 / 468

MG01

Particulars of a mortgage or charge



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

WEDNESDAY



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09/05/2012

#15

COMPANIES HOUSE

1	Company details	6	For official use
Company number	0 3 5 7 7 4 1 5	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	NCP SOUTH ENGLAND LIMITED (the "Chargor")		
2	Date of creation of charge		
Date of creation	d2 d7 m0 m4 y2 y0 y1 y2		
3	Description		
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	Fixed and Floating Security Document (the "Security Document") dated 27 April 2012 between the companies listed in Schedule 1 to the Security Document as the chargors (the "Chargors") in favour of RBC Europe Limited (whose details are outlined at Box 5) as security agent for the benefit of the Secured Parties (the "Security Agent"). A secured party includes its successors in title, permitted assigns and permitted transferees.		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details
Amount secured	The Secured Liabilities, which are defined in the Security Document as meaning, all present and future moneys, debts and liabilities due, owing or incurred by any member of the Group to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)		

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5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name RBC Europe Limited (as Security Agent)

Address Thames Court

1 Queenhithe Court, London

Postcode E C 4 V 4 D E

Name

Address

Postcode

Continuation page

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

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

Please see attached continuation pages.

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Particulars of a mortgage or charge

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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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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lars Luneborg

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 London/City

Telephone 02074562000



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

Short particulars of all the property mortgaged or charged

Continuation page (1)

NCP SOUTH ENGLAND LIMITED (03577415)

In box 6 labelled "short particulars" insert

1 FIXED CHARGES

The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent

- 1 1 **Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales belonging to it at the date of the Security Document, including without limitation the Real Property described at Note (2) below
- 1 2 **Future Real Property:** by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future
- 1 3 **Other Assets:** by way of first fixed charge, all present and future
 - (a) Book Debts,
 - (b) Bank Accounts,
 - (c) Investments, including the Group Shares, described at Note (2) below,
 - (d) uncalled capital and goodwill,
 - (e) Intellectual Property, including the Intellectual Property described at Note (2) below,
 - (f) plant and machinery (except that mortgaged or charged by the Security described in paragraphs 1 1 (*Present Real Property*) or 1 2 (*Future Real Property*) above) excluding any assets which are not owned by it,
 - (g) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,
 - (h) VAT Proceeds,
 - (i) all moneys payable under any loans or other debt documents to which it is a party, including without limitation all Financial Indebtedness owing from one member of the Group to another member of the Group and any Subordinated Debt, and
 - (j) benefit of any Treasury Transaction to which it is a party, including all moneys payable to the Chargor under any Treasury Transactions to which it is a party
- 1 4 Until the relevant consent shall have been obtained, there shall be excluded from the charges described above
 - (a) any leasehold property held by the Chargor under a lease and any other property where the freehold is not owned where (i) the terms of such lease or other arrangement either preclude absolutely the Chargor from creating any charge over its leasehold or other interest in such property, or require the consent of any third party prior to the creation of such charge (including, for the avoidance of doubt, where such third party's consent cannot, under the terms of such

Short particulars of all the property mortgaged or charged

Continuation page (2)

NCP SOUTH ENGLAND LIMITED (03577415)

lease, be unreasonably withheld and/or delayed), and (ii) such consent has not been previously obtained

- (b) any Intellectual Property in which the Chargor has an interest pursuant to any licence or other agreement, the terms of which either preclude absolutely the Chargor from creating any security over its interest in such Intellectual Property, or require the consent of any third party prior to the creation of such charge and such consent has not been previously obtained

2 FLOATING CHARGE

- 2 1 **Creation:** The Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, charges in favour of the Security Agent by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by the security described in paragraph 1 (*Fixed Charges*) above and assets expressed to be assigned by the security described in paragraph 3 (*Assignments*) below)

3 ASSIGNMENTS

- 3 1 Subject to paragraph 3 2 below, the Chargor, with full title guarantee and as security for the payment of all Secured Liabilities, assigns absolutely to the Security Agent all its present and future
 - (a) right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with the Assigned Contracts,
 - (b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances including all claims relating to, and all returns of premium in respect of, Insurances (except those described under paragraph 1 3 (*Other Assets*) above), and
 - (c) rights in relation to its Real Property (except those described under paragraph 1 2 (*Future Real Property*) above), including all Rental Income and all other rights against all past, present and future tenants of its Real Property and their respective guarantors and sureties
- 3 2 To the extent that any such right, title, interest or benefit described in paragraph 3 1 above is not assignable or capable of assignment, or where, as a result of such assignment, such Assigned Contract would be void, such assignment purported to be effected by paragraph 3 1 above shall operate as assignment of any and all proceeds of present or future Assigned Contracts received by the Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Finance Parties (or any of them)

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

4 FURTHER ASSURANCE

4.1 The Chargor shall promptly do whatever the Security Agent requires

- (a) to perfect, protect or ratify the Charges or the priority of the Charges, or
- (b) after the Security becomes enforceable, to facilitate the realisation of the Charged Assets or, at any relevant time, the exercise of any rights vested in the Security Agent or any Receiver,

including without limitation, executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction the Security Agent considers expedient (acting reasonably) or granting any confirmation or ratification of the Security, and in each case in a manner which is consistent with the remaining provisions of the Security Document and, in the case of any document required to be executed under this paragraph 4, containing clauses corresponding to and which are no terms no more onerous than the provisions of the Security Document

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

Note (1): In this form, except to the extent that the context requires otherwise

"Agent" means RBC Europe Limited (formerly Royal Bank of Canada Europe Limited) as agent of the other Finance Parties

"Agreement for Lease" means an agreement to grant an Occupational Lease

any reference to **"assets"** includes present and future properties, revenues and rights of every description

"Arranger" has the meaning given to it in the Facilities Agreement

"Assigned Contracts" means

- (a) the contracts and documents listed in Schedule 2 (*Assigned Contracts*) to the Security Document and any similar or replacement contracts entered into by the Chargor,
- (b) any Insurances,
- (c) any Treasury Transactions,
- (d) any VAT Proceeds Assignment,
- (e) any Lease Document, or
- (f) any other document, agreement, contract or arrangement entered into by the Chargor in relation to any Real Property (including, without limitation, any Agreement for Lease, any Occupational Lease, and any development, building, planning, revenue, operational or other ancillary arrangement),

or any of them

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts

"Bidco" means MEIF II CP Holdings 3 Limited, a company registered in England and Wales with registered number 6133821 and having its registered office at 28 Ropemaker Street, London EC2Y 9HD

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

"Delegate" means any delegate or sub-delegate appointed under clause 18.2 (*Delegation*) of the Security Document

"Facilities Agreement" means the senior facilities agreement, originally dated 8 March 2007 (as amended and restated from time to time) between, inter alios, MEIF II CP Holdings 1 Limited as Parent, MEIF II CP Holdings 3 Limited as Bidco and RBC Europe Limited as Agent and the Security Agent

"Finance Document" has the meaning given to it in the Facilities Agreement

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

"Finance Party" means the Agent, the Arranger (as defined in the Facilities Agreement), the Security Agent and a Lender

"Financial Indebtedness" has the meaning given to it in the Facilities Agreement

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus on the Real Properties owned by the Chargor (and excluding any fixtures, fittings, fixed plant, machinery or apparatus belonging to any tenant under an Occupational Lease)

"Group" means the Parent, Bidco, Midco, Parking Holdings Limited and each of their subsidiaries for the time being and **"member of the Group"** shall be construed accordingly

"Group Shares" means all shares in the members of the Group described in Schedule 5 (*Investments*) to the Security Document

"Insurances" of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, in which the Chargor at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Intercreditor Agreement" means the intercreditor agreement originally dated 8 March 2007 (as amended and restated from time to time) between, among others, the Parent, Bidco, the Agent and the Security Agent

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor now or in the future has an interest

"Lease Document" means any Agreements for Lease or any Occupational Leases entered into from time to time

"Lender" has the meaning given to it in the Facilities Agreement

"Midco" means MEIF II CP Holdings 2 Limited, a company registered in England and Wales with registered number 6133806 and having its registered office at 28 Ropemaker Street, London EC2Y 9HD

"NCPM" means National Car Parks Manchester Limited, a company registered in England and Wales with registered number 03643895

"Occupational Lease" means any lease or contractual licence or other right of occupation of all or any part of any Real Property where a member of the Group is the landlord

"Parent" means MEIF II CP HOLDINGS 1 LIMITED, a company registered in England and Wales with registered number 6133791 and having its registered office at 28 Ropemaker Street, London EC2Y 9HD

"Parking Holdings Limited" means Parking Holdings Limited, a company registered in England and Wales with registered number 06065600 and having its registered office at 6th floor offices, Centre Tower, Whitgift Centre Croyden, Surrey, CR0 1LP

"Party" means any party to the Facilities Agreement

any reference to a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Rental Income" means all amounts paid or payable to or for the benefit of the Chargor in connection with the letting, use or occupation of all or any part of the Real Properties including

- (a) rents, licence fees and equivalent amounts in respect of all or any part of a Real Property,
- (b) any amount paid or payable from any deposit held as security for the performance of any tenant's obligations under any Lease Document,
- (c) any other moneys paid or payable in respect of use and/or occupation of all or any part of a Real Property,
- (d) any insurance proceeds in respect of loss of rent in respect of all or any part of a Real Property (but not any other insurance proceeds), and
- (e) any other amount paid or payable in respect of any Lease Document

"Restricted Person" has the meaning given to it in the Facilities Agreement

"Secured Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by any member of the Group to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

any reference to the **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

"Subordinated Debt" has the meaning given to it in the Intercreditor Agreement

"Treasury Transactions" means any derivative transaction entered into

- (a) to hedge actual or projected interest, currency or forward exposures, or
- (b) in connection with protection against or benefit from fluctuation in any rate or price

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

"VAT Proceeds" means any amount, including amounts in respect of interest and/or costs, received or recovered (but in the case of NCPM, excluding that proportion equal to the percentage shareholding in NCPM held by any person who is not a member of the Group), whether by way of an award of damages, settlement payment or credit for, or repayment of, overstated or overpaid VAT or otherwise, in relation to or in connection with

- (a) the claims in *National Car Parks Limited & Ors v HM Revenue and Customs* (Claim No HC11CO3864), and
- (b) any other claims made or rebate received by any member of the Group (but in the case of NCPM, excluding that proportion equal to the percentage shareholding in NCPM held by any person who is not a member of the Group) in connection with HM Revenue and Customs' policy of treating local authorities as non-taxable persons in respect of the provision by them of on-street parking,

in each case, after deducting any reasonable costs and expenses in relation to that claim which are incurred by any member of the Group (excluding Midco and the Parent) to persons who are not Restricted Persons or other members of the Group

"VAT Proceeds Assignment" means an assignment agreement in the agreed form whereby a member of the Group irrevocably assigns all of its right, title, interest and claim over and in respect of VAT Proceeds to Midco

Construction

In construing the Security Document, the provisions in Clause 1.2 (*Construction*) of the Facilities Agreement shall apply to the Security Document with all necessary changes, including as follows

the Agent, any Finance Party, the Security Agent or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

Note (2):

The Investments specified in Schedule 5 (*Investments*) to the Security Document are as follows

Name of Chargor	Company in which shares are held	Class of shares	Number of shares
MEIF II CP Holdings 1 Limited	MEIF II CP Holdings 2 Limited	All, including Employee A Ordinary Employee B Ordinary Investor Ordinary Non-Voting Deferred Non-Voting Preference 2011	100% 100% 100% 100% 100%
	MEIF II CP 1A Limited	All	100%
MEIF II CP Holdings 2 Ltd	MEIF II CP Holdings 3 Limited	All	100%
MEIF II CP Holdings 3 Limited	Parking Holdings Limited	All, including Ordinary B Deferred A2 Ordinary A1 Ordinary A Deferred	100% 100% 100% 100% 100%
	MEIF II CP SPV1 Limited	All	100%
	MEIF II CP SPV2 Limited	All	100%
Parking Holdings Limited	Parking International Holdings Limited	All, including Ordinary A1 Ordinary A2 Deferred Ordinary	100% 100% 100% 100%
Parking International Holdings Limited	Oval (2042) Limited	All	100%
Oval (2042) Limited	Oval (2041) Limited	All	100%
Oval (2041) Limited	PIHL (2003) Limited	All, including Deferred Ordinary	100% 100%
PIHL (2003) Limited	Primepanel Limited	All	100%
Primepanel Limited	Blaxmill (Twenty-Five Limited)	All	100%
	Blaxmill (Twenty-Six Limited)	All	100%
	Trendcycle Limited	All	100%
	Blaxmill (Thirty-Eight Limited)	All	100%
Trendcycle Limited	Statusaward Limited	All	100%
Statusaward Limited	Pointspec Limited	All	100%
Pointspec Limited	National Car Parks Group Limited	All	100%
	Boardpost	Ordinary	183285058
	Pointeuro III	Ordinary	1
Boardpost	Pointeuro III	Ordinary	200
National Car Parks Group	NCP Holdings Limited	All	100%

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

Name of Chargor	Company in which shares are held	Class of shares	Number of shares
Limited			
	NCP London Central City Development Limited	All	100%
	NCP London Central City Limited	All	100%
	NCP London Soho Limited	All	100%
	NCP London West Limited	All	100%
	NCP London West Development Limited	All	100%
	NCP Midlands Limited	All	100%
	NCP Midlands Development Limited	All	100%
	NCP North East Limited	All	100%
	NCP North East Development Limited	All	100%
	NCP North West Limited	All	100%
	NCP North West Development Limited	All	100%
	NCP Northern Ireland Limited	All	100%
	NCP Property Management Limited	All	100%
	NCP Scotland Limited	All	100%
	NCP South East & East Anglia Limited	All	100%
	NCP South England Limited	All	100%
	NCP South West & Wales Limited	All	100%
	NCP South West & Wales Development Limited	All	100%
	NCP East Anglia Development Limited	All	100%
NCP East Anglia Development Limited	NCP Empire No 1 Limited	All	100%
	NCP Empire No 4 Limited	All	100%
NCP Holdings Limited	National Parking Corporation Limited	All	100%
National Parking Corporation Limited	National Car Parks Limited	All	100%
National Car Parks Limited	Park and Ride Limited	All	100%
	John Matthews Properties Limited	All	100%
	George Watt Limited	All	100%
	Regent Lion Properties Limited	All	100%
	Parking Management Limited	All	100%
	Finsbury Square Car Park Limited	All	100%
	Beardmore Properties Limited	Ordinary	9,999
	Hanmead Limited	All	100%
	M A C Car Parks (UK) Limited	All	100%

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NCP SOUTH ENGLAND LIMITED (03577415)

Name of Chargor	Company in which shares are held	Class of shares	Number of shares
	Motor Lodge Developments Limited	All	100%
	National Car Park Maintenance Limited	All	100%
	Parking Securyt Services Limited	All	100%
	Parking Management (Investments) Limited	All	100%
	NCP Limited	All	100%
	NCP Nominees Limited	All	100%
	Smalton Investments Limited	All, including Deferred Ordinary Ordinary	100% 100%
	Townway Construction and Development Limited	All	100%
	Stepbranch Limited	All	100%
	Europarks Limited	All	100%

The Real Property specified in Schedule 6 (*Real Property*) to the Security Document is as follows

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
1	Land on the east side of Appleton Gate, Newark	NT327189	Freehold Title absolute
2	34 Carr Street, Ipswich IP4 1EN	SK61065	Freehold Title absolute
3	32a Carr Street, Ipswich IP4 1EN	SK126899	Freehold Title absolute
4	Land and buildings on the south side of Carr Street, Ipswich	SK90909	Freehold Title absolute
5	15/17 Upper Brook Street, Ipswich IP4 1EG	SK40905	Freehold Title absolute
6	10-16 (even) Carr Street, Ipswich IP4 1EJ	SK37174	Freehold Title absolute
7	35 Upper Brook Street, Ipswich IP4 1ED	SK34399	Freehold Title absolute

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
8	37 Upper Brook Street, Ipswich IP4 1ED	SK32974	Freehold Title absolute
9	39A Upper Brook Street, Ipswich	SK50697	Freehold Title absolute
10	45 to 51 (odd) Upper Orwell Street, Ipswich	SK65266	Freehold Title absolute
11	The Multi Storey Car Park at The Tufton Centre Ashford	K499595	Leasehold Title absolute
12	Store 1 Ashford Shopping Centre Park Mall Ashford, and parking and ancillary areas	K856058	Leasehold Title absolute
13	NCP Car Park at Cherwell Street, Banbury	ON244762	Leasehold Title absolute
14	Cargo Centre Birmingham International Airport Birmingham, B26 3QW	WM634804	Leasehold Title absolute
15	1 – 16 Suffolk Street Queensway Birmingham, B5 4AR	WM779494	Leasehold Title absolute
16	Multi-storey Car Park Newton Street, Birmingham	WM795934	Leasehold Title absolute
17	Multi Storey Car Park on the north east side of Newhall Street, B3 1SL	WM779507	Leasehold Title absolute
18	Multi Storey Car Park on the South West side of Whittall Street Birmingham and the tunnel leading thereto	WM795929	Leasehold Title absolute
19	Multi Storey Car Park on the south side of Church Street, Brighton	ESX261780	Leasehold Title absolute

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
20	Broadmead Multi Storey Car Park, Lower Castle Street, Bristol BS1 3AF	BL74791	Leasehold Title absolute
21	Land and buildings on the north side of Rupert Street, Bristol, BS1 2PY	BL72284	Leasehold Title Absolute
22	Multi Storey Car Park, Bond Street, BS1 3LT	BL72285	Leasehold Title absolute
23	Land and buildings on the north west side of Dumfries Place, Cardiff, CF1 4BN	CYM88768	Leasehold Title absolute
24	Land and buildings on the west side of Greyfriars Road, Cardiff	CYM174180	Leasehold Title absolute
25	Multi Storey Car Park Westgate Street, Cardiff	CYM120496	Leasehold Title absolute
26	Multi Storey Car Park, Wood Street, Cardiff	CYM120495	Leasehold Title absolute
27	(a) National Car Parks Ltd, Nunns Road, Colchester, CO1 1EJ (b) Land adjoining National Car Parks Ltd, Nunns Road, Colchester, CO1 1EJ	(a) EX690500 and (b) EX694283	(a) Leasehold Title absolute (b) Leasehold Title Good Leasehold
28	Kingsgate Car Park, Queensway, Crawley	WSX275283	Leasehold Title absolute
29	Land lying to the north of Bath Road West Drayton	AGL107070	Leasehold Title absolute
30	Land on the north side of Tackett Street, Ipswich	SK238947	Leasehold Title absolute

Short particulars of all the property mortgaged or charged

Continuation page (14)

NCP SOUTH ENGLAND LIMITED (03577415)

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
31	Land on the north side of Tower Ramparts, Ipswich	SK231834	Leasehold Title absolute
32	Land and buildings on the North side of New York Street, Leeds	WYK736419	Leasehold Title absolute
33	Multi Storey Car Park, Wellington Place, Leeds	WYK706237	Leasehold Title absolute
34	15/27, East Street, Leicester, LE1 6NB	LT346726	Leasehold Title absolute
35	Land and buildings at Lee Circle, Leicester	LT346729	Leasehold Title absolute
36	Land and building at St Nicholas Circle, Leicester	LT346728	Leasehold Title absolute
37	(a) Land on the South West side of Vernon Street, Liverpool (b) Land on the north east side of Moorfields, Liverpool	(a) MS476459 (b) MS486565	(a) Leasehold Title absolute (b) Leasehold Title absolute
38	Car park on the west side of Pall Mall, Liverpool	MS461759	Leasehold Title absolute
39	2 and 6 to 10 (even) Lexington Street, 32 and 34 Brewer Street, and 16 to 18 Peter Street London	NGL813042	Leasehold Title absolute

Short particulars of all the property mortgaged or charged

Continuation page (15)

NCP SOUTH ENGLAND LIMITED (03577415)

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
40	Two storey underground car park beneath part of the North Garden, Cadogan Place, London and the land below the car park with the roof access ramp and three escape staircases the ventilation extract and its housing and the smoke extracts above the roof of the car park	BGL49006	Leasehold Title absolute
41	(a) Semley House, Semley Place, and land and buildings on the South East of Ebury Street London (b) Part of the concrete raft above the railway cutting lying to the south west of Elizabeth Street and the south east of Ebury Street	(a) NGL819978 (b) NGL819976	(a) Leasehold Title Good Leasehold (b) Leasehold Title Good Leasehold
42	Land and buildings being a Multi-Storey Car Park at John Dobson Street, Newcastle upon Tyne	TY391134	Leasehold Title Absolute
43	NCP Multi Storey Car Park, Queens Road, Norwich	NK291891	Leasehold Title absolute
44	Land and buildings on the west side of Mount Street, Nottingham	NT374792	Leasehold Title absolute
45	Car Park Unit "D" on levels 1 to 11 St Mary's Court St Mary's Gate Nottingham	NT374793	Leasehold Title absolute
46	The Multi Storey Car Park at Crasswell Street Portsmouth POI 1SB	PM8777	Leasehold Title absolute
47	Richmond Station Multi Storey Car Park, The Quadrant, Richmond	TGL225422	Leasehold Title absolute

Short particulars of all the property mortgaged or charged

Continuation page (16)

NCP SOUTH ENGLAND LIMITED (03577415)

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
48	(a) Land on the North East side of Irwell Street, Salford (b) Land which lies beneath the arches and viaduct on the South East side of Gore Street Salford	(a) GM927094 (b) GM930581	(a) Leasehold Title absolute (b) Leasehold Title Good Leasehold
49	Land on the north west side of Stanley Street, Salford	GM927092	Leasehold Title absolute
50	(a) Car parking accomodation of 9 decks of the building with the office store, two W Cs, two ventilation plants and lift therein and the ramps and sidewalks thereto and therefrom known as Pond Street Car Park, Pond Street, Sheffield (b) Part of the multi-storey car park complex at Pond Street, Sheffield	(a) SYK462736 (b) SYK556347	(a) Leasehold Title Good leasehold (b) Leasehold Title absolute
51	The site of the car park beneath St James' House Campo Lane, Sheffield	SYK462737	Leasehold Title Good Leasehold
52	Chapel Street Station Car Park, London Street, Southport	MS470898	Leasehold Title absolute
53	Land on the north side of The Kingsway, Swansea, SA1 5JQ	CYM124655	Leasehold Title absolute
54	National car Parks Ltd, Orchard Street, Swansea, SA1 5AS	CYM124656	Leasehold Title absolute
55	31, 32 and 33 Tower Street, 34a and 35 Pipers Row and land on the west side of Pipers Row, Wolverhampton	WM795932	Leasehold Title absolute

Short particulars of all the property mortgaged or charged

Continuation page (17)

NCP SOUTH ENGLAND LIMITED (03577415)

	Property Address as it appears on the Title Entries	Title Number (s)	Freehold/ Leasehold and class of Title
56	(a) The Multi Storey Car Park, Wulfrun Centre (b) the Multi Storey Car Park, Wulfrun Centre Cleveland Street, Wolverhampton	(1) WM631869 (2) WM689380	(a) Leasehold Title absolute (b) Leasehold Title absolute

The Intellectual Property specified in Schedule 7 (*Intellectual Property*) to the Security Document is as follows

Country	Trademark	Classes and Goods	Registration Number	Registration Date	Trademark Status
UK	Capital	37,39	2171823	11 July 1998	Lapsed
UK	carSpa Give your car the treatment it deserves	37	2375450	9 October 2004	Registered
UK	carSpa Give your car the treatment it deserves	39	2350803	5 Dec 2003	Registered
UK	Flightpark	39	2350806	30 Apr 2004	Registered
UK	Flightpath	39	2060972	13 Mar 1996	Registered
UK	NCP	39	1340903	11 Apr 1988	Registered
UK	NCP	39	1340904	11 Apr 1988	Registered
UK	NCP park closer	39	2526737	25 Sep 2009	Registered
UK	NCP park smarter	39	2526732	25 Sep 2009	Registered
CTM	NCP	39	000595116	22 Jun 1999	Registered
CTM	NCP	39	000595074	22 Jun 1999	Registered
CTM	NCP	39	000595033	22 Jun 1999	Registered
CTM	NCP	39	000595009	22 Mar 1999	Registered
UK	NCP Challenger	39	2407382A	18 Nov 2005	Registered
UK	NCP CHALLENGER	39	2407382B	18 Nov 2005	Registered
CTM	""NCP CHALLENGER""	39	005082201	27 Apr 2007	Registered
UK	""NCP FAST CARD""	9,36,38,39,45	2444482	23 Jan 2007	Registered
CTM	NCP FAST PARK	9,36,38,39,45	6676753	22 Jun 1998	Registered
United Kingdom	""NCP FAST PARK""	9,36,38,39,45	2444481	23 Jan 2007	Registered

Short particulars of all the property mortgaged or charged

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NCP SOUTH ENGLAND LIMITED (03577415)

Country	Trademark	Classes and Goods	Registration Number	Registration Date	Trademark Status
United Kingdom	"NCP GATEWAY"	9,36,38,39, 45	2445193	30 Jan 2007	Registered
United Kingdom	"NCP INTERLINE"	39	2447386	21 Feb 2007	Withdrawn
CTM	"NCP" Logo	9,36,38,39, 45	005450911	29 May 2008	Registered
United Arab Emirates	"NCP" Logo	9			Pending
United Arab Emirates	"NCP" Logo	45	130427	30 Jan 2011	Registered
United Arab Emirates	"NCP" Logo	38	1430428	30 Jan 2011	Registered
United Arab Emirates	"NCP" Logo	36	149124	23 Aug 2011	Registered
United Arab Emirates	"NCP" Logo	39			Pending
United Kingdom	NCP P PREMIER	39	2191233	9 Mar 1999	Registered
United Kingdom	"NCP SPACE"	9,36,38,39, 45	2445195	30 Jan 2007	Registered
United Kingdom	PREMIER PARKING	39	2171851	11 Jul 1998	Registered
United Kingdom	Scotpark	12,36,39	2252557	13 Nov 2000	Registered
United Kingdom	SCOTPARK	39	2463713B	9 Aug 2007	Registered
United Kingdom	SCOT PARK	39	2463713A	9 Aug 2007	Registered

Short particulars of all the property mortgaged or charged

Continuation page (19)

NCP SOUTH ENGLAND LIMITED (03577415)

Note (3).

The Security Document provides that

- 1 **Security.** The Chargor shall not create or permit to subsist any Security over any Charged Asset except for certain limited exceptions specified in Clauses 23 19 to 23 21 (*Negative pledge*) of the Facilities Agreement
- 2 **Disposal:** The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except for certain limited exceptions specified in Clauses 23 22 and 23 23 (*Disposals*) of the Facilities Agreement
- 3 **Conversion by Notice.** The Security Agent may convert the floating charge over all or any of the Charged Assets into a fixed charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - 3 1 if it reasonably considers it desirable to do so in order to protect or preserve the charges over those Charged Assets and/or the priority of those charges, and/or
 - 3 2 where there is a Declared Default
- 4 **Automatic Conversion:** If
 - 4 1 the Chargor takes any step to create any Security in breach of paragraph 1 (*Security*) above over any of the Charged Assets not subject to a fixed charge, or
 - 4 2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge

For the purposes of this Note (3)

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Declared Default" means the occurrence of an Event of Default which is continuing and has resulted in a notice being served by the Agent under or in accordance with Clause 24 33 (*Acceleration*) of the Facilities Agreement or an intention to enforce has been given by the Agent under the Facilities Agreement

"Event of Default" means any event or circumstance specified as such in Clause 24 (*Events of Default*) of the Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3577415
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 27 APRIL 2012 AND CREATED BY NCP
SOUTH ENGLAND LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO
ANY FINANCE 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 9 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MAY 2012

LL



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES