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* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

[] [] [] [] [] [] [] [] [] []

03816836

Name of company

* EASYRENTACAR (UK) LIMITED (the "Company")

Date of creation of the charge

17 April 2000

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

First Priority Account Charge between the Company and Mercedes Benz
España, S.A (the "Assignee") (the "Account Charge").

Amount secured by the mortgage or charge

All moneys from time to time credited to, and for the time being
standing to the credit of an interest bearing Sterling account of the
Company (the "Liability Account") designated "easyRentacar (UK) Limited
200 Spanish Cars Liability Account" with account number 10058184 and
sort code 15-10-00, including any sub-account or call account opened
under the same designation and any substitute account or revised account
or revised designation or number whatsoever and all interest and other
amounts from time to time payable in respect of, or accruing to such
account (the "Assigned Moneys").

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

MERCEDES BENZ ESPANA, S.A. (the "Assignee", which expression includes its
successors) whose registered office is situated at Avenida de Bruselas, 30,
Poligono Arroyo de la Vega, 28100 Alcobendas (Madrid), Spain

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

Norton Rose
Kempson House
Camomile Street
London
EC3A 7AN

AWJB/Z999520/KEC3952.LFD

Time critical reference

For official Use
Mortgage Section

Post room



1 Under the Account Charge the Company:

(a) assigns to the Assignee absolutely and agrees to assign to the Assignee absolutely all the rights, title and interest, present and future actual or contingent of the Company, in and to the Assigned Moneys; and

(b) unconditionally and irrevocably charges absolutely and agrees to charge to the Assignee absolutely all the Company's rights, title and interest, present and future, actual or contingent in and to the Assigned Moneys,

in each case, together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto.

2 The Account Charge contains covenants by the Company that throughout the Security Period (as defined below) it will:

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Particulars as to commission allowance or discount (note 3)

Signed Norton Rose

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

Date 8 May 2000

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

03816836

Name of Company

EASYRENTACAR (UK) LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Please complete
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(a) not (without the prior written consent of the Assignee) make any withdrawal from the Liability Account (except in order to make payment of the Outstanding Indebtedness (as defined below)) and neither sell, assign, discount, pledge, charge or otherwise dispose of, or deal with or permit third party rights to arise over, or create or permit to subsist any encumbrance (other than the Account Charge) over the Liability Account or the Assigned Moneys or part thereof nor attempt or agree or purport so to do; and

(b) neither release, grant time or indulgence or compound with any third party or suffer to arise any set-off or other adverse rights against the Assigned Moneys or the Liability Account nor do or omit to do anything which may delay or prejudice the right of the Assignee to receive payment from the Liability Account once the Assignee is entitled to such payment under the terms of the IFA (as defined below) and the Account Charge.

3 In this form capitalised terms have the following meanings:

"IFA" means an international framework agreement dated 1 March 2000 between DaimlerChrysler AG and the Company;

"Outstanding Indebtedness" means the value as specified in the invoice in respect of the delivery of the first 200 vehicles pursuant to the IFA; and

"Security Period" means the period commencing on the date of the Account Charge and terminating upon the payment of the Outstanding Indebtedness.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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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. 03816836

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST PRIORITY ACCOUNT CHARGE DATED THE 17th APRIL 2000 AND CREATED BY EASYRENTACAR (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO MERCEDES BENZ ESPANA, S.A. (THE "ASSIGNEE") THE MONEYS STANDING TO THE CREDIT OF AN INTEREST BEARING STERLING ACCOUNT OF THE COMPANY (THE "LIABILITY ACCOUNT") DESIGNATED AS "EASYRENTACAR (UK) LIMITED 200 SPANISH CARS LIABILITY ACCOUNT" WITH ACCOUNT NUMBER 10058184 AND SORT CODE 15-10-00 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th MAY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th MAY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



COMPANIES HOUSE

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