

MG01

Particulars of a mortgage or charge



149577/273

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



\*AZTQDYCF\*

A46

13/10/2011

281

COMPANIES HOUSE

1

**Company details**

Company number 4 3 3 0 1 1 9

Company name in full Unipart Logistics Limited (the "Chargor")

For official use

4

**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 03 10 2011

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

Non-vesting debts charge and first floating charge between (1) the Companies (as defined on continuation sheet 3 of 5 "short particulars of all the property mortgaged or charged") and (2) Lloyds TSB Commercial Finance Limited as Asset Trustee ("Asset Trustee") (the "Charge").

4

**Amount secured**

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

Amount secured

The Chargor covenants that it will pay to the Asset Trustee all moneys and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Secured Parties or any of them under or pursuant to the Finance Documents and/or the Charge when the same become due for payment or discharge (terms as defined on continuation sheets 2 to 5 of 5 "short particulars of all the property mortgaged or charged") (the "Secured Obligations")

**Continuation page**

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

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## 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 Lloyds TSB Commercial Finance Limited as Asset Trustee

Address No 1 Brookhill Way, Banbury, Oxon

Postcode O X 1 6 3 E L

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

Please see continuation sheets 1 to 5 "short particulars of all property mortgaged or charged"

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## Particulars of a mortgage or charge

### 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 Squire, Sanders & Dempsey (UK) LLP 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 Nicola Raine

Company name Squire Sanders & Dempsey (UK)  
LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 J R

Country England

DX DX 708610 Birmingham 17

Telephone 0121 222 3490



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## 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

#### 6 1 Charges

##### 6.1 1 Fixed charges

Pursuant to Clause 3 1 of the Charge, the Chargor, with full title guarantee, charges to the Asset Trustee as a continuing security for the payment and discharge of the Secured Obligations by way of first fixed charge, all those of its present and future Debts which are intended to but which do not for any reason vest absolutely and effectively in the ID Trustee under the Credit Agreement ("**Non-Vesting Debts**"), together with the Related Rights referable to such Debts ("**Fixed Charge Assets**")

##### 6 1 2 Floating charges

Pursuant to Clause 3.2 of the Charge, the Chargor, with full title guarantee, charges to the Asset Trustee by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, including, without limitation, its Inventory other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to Clause 6.1 1 or otherwise pursuant to the Charge but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland

##### 6 1.3 Qualifying floating charge

The provisions of paragraph 14 of Schedule B1 Insolvency Act 1986 apply to the floating charges in Clause 6 1 2, which shall be enforceable at any time on or after the Enforcement Date

##### 6 1 4 Restrictions on dealing with Charged Assets

Pursuant to Clause 3 4 of the Charge, the Chargor covenants that it will not

- (a) other than dealings with the Non-Vesting Debts in accordance with clause 4 1(b) of the Charge, dispose of all or any of the Fixed Charge Assets without the prior written consent of the Asset Trustee,
- (b) dispose of Inventory or any other Charged Asset the disposal of which is not otherwise restricted by the express terms of this deed otherwise than for full value in the ordinary course of business (or as otherwise determined by Jaguar in accordance with the terms of the Jaguar Contract),
- (c) create or attempt to create or permit to subsist in favour of any person other than the Asset Trustee any Security Interest on or affecting the Charged Assets or any part thereof except Permitted Security Interests

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 376 1046 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 477 1046 510"><b>6.1 5 Automatic conversion of floating charge</b></p> <p data-bbox="416 533 1485 611">Upon the Enforcement Date, the floating charge created by Clause 6 1 2 shall automatically without notice be converted into a fixed charge</p> <p data-bbox="320 645 1046 678"><b>6.1.6 Conversion of floating charge by notice</b></p> <p data-bbox="416 701 1520 947">Notwithstanding anything expressed or implied in the Charge but without prejudice to Clause 6.1.5, the Asset Trustee shall be entitled at any time by giving notice in writing to that effect to a Company to convert the floating charge over all or any part of the Charged Assets of that Company into a fixed charge as regards the assets specified in such notice, being assets which would otherwise be in jeopardy or in respect of which the Asset Trustee (acting reasonably) considers reasonably necessary to preserve such assets or the efficacy of the security thereon</p> <p data-bbox="320 969 695 1003"><b>6 2 Further Assurance</b></p> <p data-bbox="416 1025 1520 1283">The Chargor shall if and when at any time required by the Asset Trustee execute such further security and assurances in favour or for the benefit of the Secured Parties and do all such acts and things as the Asset Trustee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the Asset Trustee's security over the Charged Assets or any part thereof or to facilitate the realisation of the same.</p> <p data-bbox="320 1317 727 1350"><b>6 3 Continuing Security</b></p> <p data-bbox="416 1373 1520 1541">The Charge and the obligations of the Chargor under the Charge shall extend to the ultimate balance from time to time owing in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever</p> <p data-bbox="320 1574 775 1608"><b>6 4 Successors and Assigns</b></p> <p data-bbox="416 1630 1520 1798">The expressions "Finance Parties", "Company", "Lender", "Arranger", "Agent" and "Asset Trustee", include, where the context admits, their respective successors, and, in the case of the Finance Parties, their respective transferees and assignees, whether immediate or derivative</p> <p data-bbox="320 1832 600 1865"><b>6.5 Definitions</b></p> <p data-bbox="416 1888 1453 1944">"Agent" has the same meaning as given to such term in the Credit Agreement</p> <p data-bbox="416 1977 1520 2033">"Asset Trustee" means Lloyds TSB Commercial Finance Limited as agent and trustee for the Secured Parties, being appointed under the</p>

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Intercreditor Agreement.

"Charged Assets" means, in relation to the Chargor, all assets of the Chargor described in Clauses 6.1.1 and 6.1.2.

"Companies" means each and any of the companies whose respective names, registered numbers and registered offices are set out in Schedule 1 and each other company which becomes a party to the Charge pursuant to a Supplemental Deed.

"Credit Agreement" means the £68,000,000 senior multicurrency term and revolving facilities agreement dated 3 October 2011 between, inter alios, Unipart Group Limited (1) the companies named therein as ID Clients and Borrowers (2) the companies named therein as guarantors (3) Lloyds TSB Commercial Finance Limited and Burdale Financial Limited as joint arrangers (4) and Lloyds TSB Commercial Finance Limited as Agent, Asset Trustee and ID Trustee (5)

"Debts" has the same meaning as given to such term in the Credit Agreement.

"Enforcement Date" means the date on which the Agent demands the payment or discharge of all or any part of the Secured Obligations pursuant to clause 26.19 of the Credit Agreement or the date of an occurrence of an event entitling the ID Trustee to terminate the ID Facility in accordance with clause 26.19.4 of the Credit Agreement.

"Finance Documents" means has the same meaning as given to such term in the Credit Agreement.

"Finance Parties" has the same meaning as given to such term in the Credit Agreement

"ID Facility" has the same meaning as given to such term in the Credit Agreement.

"ID Trustee" has the same meaning as given to such term in the Credit Agreement

"Intercreditor Agreement" has the same meaning as given to such term in the Credit Agreement.

"Inventory" has the same meaning as given to such term in the Credit Agreement

"Jaguar" has the same meaning as given to such term in the Credit Agreement

"Jaguar Contract" has the same meaning as given to such term in the Credit Agreement.

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"Permitted Security Interests" has the same meaning as given to such term in the Credit Agreement

"Related Rights" has the same meaning as given to such term in the Credit Agreement

"Secured Parties" means each or all of the Finance Parties, as the context requires.

"Security Interest" has the same meaning as given to such term in the Credit Agreement

"Supplemental Deed" means a deed supplemental to the Charge executed by a company in form and substance satisfactory to the Asset Trustee by virtue of which that company becomes bound by the Charge in the capacity of a Company

#### Schedule 1

#### The Companies

Name	Registered Number	Registered Office
Unipart Group Limited	576777	Unipart House Garsington Road Cowley Oxford OX4 2PG
Unipart Service Company Limited (formally Unipart Automotive Limited)	658368	Unipart House Cowley Oxford OX4 2PG
Unipart Exports Limited	1596714	Unipart House Cowley Oxford OX4 2PG
Unipart North America Limited	3588027	Unipart House Garsington Road Cowley Oxford OX4 2PG
Unipart Leisure and Marine Limited	631916	Unipart House Garsington Road Cowley Oxford OX4 2PG



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## 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

Unipart Logistics  
Limited

4330119

Unipart House  
Garsington Road  
Cowley  
Oxford  
Oxfordshire  
OX4 2PG



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4330119  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A NON-VESTING DEBTS CHARGE  
AND FIRST FLOATING CHARGE DATED 3 OCTOBER 2011 AND  
CREATED BY UNIPART LOGISTICS LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO LLOYDS TSB COMMERCIAL FINANCE LIMITED AS ASSET  
TRUSTEE 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 13 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER  
2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES