

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page



**What this form is for**

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT**

You cannot use this for  
particulars of a charge  
company. To do this, p  
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**Company details**

Company number 0 5 4 1 0 4 1 2

Company name in full PPH1 Limited (the **Chargor**)

→ 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 d1 d4 m1 m2 y2 y0 y1 y0

3

**Description**

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

Description

A security agreement dated 14 December 2010 between, among others, the  
Chargor and The Royal Bank of Scotland plc (the **Facility Agent**) as agent  
and trustee for the Finance Parties (as defined below) (the **Deed**)

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**Amount secured**

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

Amount secured

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 (as defined below) to  
each Finance Party (as defined below) under each  
Finance Document (as defined below) (except for any  
obligation which, if it were so included, would  
result in the Deed contravening Sections 678 or 679  
of the Companies Act 2006), but including those  
obligations and liabilities as they are amended by  
the Second Supplemental Agreement (as defined  
below) (the **Secured Liabilities**)

**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 The Royal Bank of Scotland plc

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

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

See continuation sheets

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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 866).

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 870). 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 Allen & Overy LLP 20.12.2010 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 SSIM 0011398-0003812

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 2858



### 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)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Facility Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment and satisfaction of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties</p> <p>(c) All the security created under the Deed</p> <p>(i) is created in case the security created by the Original Security Agreement and the Original Supplemental Security Agreement does not secure all of the Secured Liabilities, and</p> <p>(ii) is created in addition to and does not affect the security created by the Original Security Agreement and the Original Supplemental Security Agreement</p> <p>(d) Where the Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement or the Original Supplemental Security Agreement (as applicable) until such time as the Security Interest created by the Original Security Agreement or the Original Supplemental Security Agreement (as applicable) ceases to have effect</p> <p>(e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement or the Original Supplemental Security Agreement (as applicable) and the same asset or right is expressed to be assigned again under the Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement or the Original Supplemental Security</p>	

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Agreement (as applicable) ceases to have effect at a time when the Deed still has effect</p> <p><b>1.2 Land</b></p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it, this includes the real property (if any) specified in Schedule 1 (Real Property) to the Original Security Agreement and Schedule 1 (Real Property) to the Original Supplemental Security Agreement (which specified real property is reproduced in Schedule 1 (Real Property) to this form MG01), and</p> <p>(ii) (to the extent that they are not either the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it,</p> <p>save that in respect of any Consent Property the charge pursuant to this subclause 1.2 (Land) will only take effect when the relevant consent to the charging of that Consent Property has been obtained</p> <p>(b) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings and fixtures, fittings and fixed plant and machinery on that property in which the Chargor has an interest, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p><b>1.3 Securities</b></p> <p>(a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it, and</p> <p>0011398-0003812 BK 15769652 2</p>	

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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

- (11) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

#### 1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

#### 1.5 Credit balances

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or the Deed) it has with any person and the debt represented by it

#### 1.6 Book debts etc.

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

#### 1.7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

#### 1.8 Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Arrangements

#### 1.9 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document,
- (b) in respect of all Rental Income,

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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

- (c) under any guarantee of Rental Income contained in or relating to any Lease Document,
- (d) under the Administration Services and Property Management Agreement,
- (e) under the Environmental Indemnity,
- (f) under the Tax Indemnity,
- (g) under any agreement relating to the purchase of a Property by the Chargor, and
- (h) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause

#### 1.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

#### 1.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
  - (i) an Event of Default is outstanding, or
  - (ii) the Facility Agent considers those assets 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

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(c) The floating charge created by this Subclause may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000</p> <p>(d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator</p> <p>The floating charge created by this Subclause is a <b>qualifying floating charge</b> for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>In this form MG01</p> <p><b>A Lender</b> means The Royal Bank of Scotland plc acting as agent for National Westminster Bank plc</p> <p><b>Additional Counterparty</b> means a bank or financial institution which becomes a Counterparty after the date of the Agreement</p> <p><b>Additional Property</b> means any property which is</p> <p>(a) financed by a Loan in accordance with Subclause 31(b) (Purpose) of the Credit Agreement, or</p> <p>(b) accepted as alternative security under Subclause 18.6 (Substitution of Properties) of the Credit Agreement</p> <p><b>Administration Services and Property Management Agreement</b> means the administration services and property management agreement originally dated 31 October 2005 (as amended and restated on 22 December 2006 and as amended on or about the date of the Second Supplemental Agreement) between, amongst others, the Administrative Agent, the Property Manager and the Chargor</p> <p><b>Administrative Agent</b> means PGS or such other administrative agent appointed by the Chargor with the approval of the Facility Agent, acting reasonably</p> <p><b>Administrative Party</b> means the Arranger or the Facility Agent</p> <p><b>Agreement for Lease</b> means an agreement to grant an Occupational Lease of all or part of a Property</p>	

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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	<p><b>Arranger</b> means The Royal Bank of Scotland plc</p> <p><b>Assignment of Rent</b> means an assignment of rent entered into or to be entered into by the Chargor in favour of the Facility Agent</p> <p><b>B Lender</b> means National Westminster Bank plc, Deutsche Pfandbriefbank AG, Banco Popolare S C , London Branch and The Co-operative Bank plc</p> <p><b>Back End Fee Agreement</b> means the fee agreement entered into by reference to the Agreement between the Chargor, the Facility Agent and PBB setting out the amount of a certain fees payable to PBB</p> <p><b>Confirmatory Security Agreement</b> means a confirmatory security agreement entered into or to be entered into to confirm the security constituted by any other Security Agreement</p> <p><b>Consent Property</b> means those properties listed in Part 2 of Schedule 1 to this form MG01</p> <p><b>Counterparty</b> means the Original Counterparty or an Additional Counterparty</p> <p><b>Counterparty Accession Agreement</b> means a letter, substantially in the form of Part 2 of Schedule 5 (Forms of Accession Documents), with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Credit Agreement</b> means the credit agreement between, among others, the Chargor and the Facility Agent dated 27 November 2006 (as amended by a letter dated 20 April 2007 and supplemental agreements dated 10 May 2007 and 14 December 2007)</p> <p><b>Deed of Confirmation</b> means a deed of confirmation entered into or to be entered into to confirm the security constituted by any Standard Security or Assignment of Rent</p> <p><b>Environmental Indemnity</b> means an environmental deed of indemnity dated 31 October 2005 (as amended from time to time) between, amongst others, Pendragon, the Chargor and the Facility Agent</p> <p><b>Event of Default</b> means an event specified as such in Clause 21 (Default) of the Credit Agreement</p> <p><b>Fee Letter</b> means any letter entered into by reference to the Agreement between one or more Administrative Parties and the Chargor setting out the amount of certain fees referred to in the Credit Agreement</p> <p><b>Finance Document</b> means</p> <ul style="list-style-type: none"> <li>(a) the Credit Agreement,</li> <li>(b) a Supplemental Agreement,</li> </ul> <p>0011398-0003812 BK 15769652 2</p>	

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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	<p>(c) a Security Document,</p> <p>(d) any Hedging Arrangement,</p> <p>(e) a Subordination Agreement,</p> <p>(f) the Intercreditor Agreement,</p> <p>(g) a Fee Letter,</p> <p>(h) the Back End Fee Agreement,</p> <p>(i) a Transfer Certificate,</p> <p>(j) a Counterparty Accession Agreement,</p> <p>(k) an Environmental Indemnity,</p> <p>(l) the Tax Indemnity, or</p> <p>(m) any other document designated as such by the Facility Agent and the Chargor</p> <p><b>Finance Parties</b> means a Lender, a Counterparty, PBB or an Administrative Party</p> <p><b>Hedging Arrangement</b> means any interest hedging arrangements entered into by the Chargor in connection with interest payable under the Credit Agreement</p> <p><b>Intercreditor Agreement</b> means the intercreditor agreement dated 22 December 2006 as amended and restated on or about the date of the Second Supplemental Agreement between, among others, the Chargor, the Lenders and the Facility Agent</p> <p><b>Lease Document</b> means</p> <p>(a) an Agreement for Lease,</p> <p>(b) a Principal Occupational Lease or any other Occupational Lease,</p> <p>(c) the Principal Tenant Guarantee, or</p> <p>any other document designated as such by the Facility Agent and the Chargor</p> <p><b>Lender</b> means</p> <p>(a) an A Lender, or</p> <p>(b) a B Lender</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p><b>Liability</b> means any present or future liability (actual or contingent), together with</p> <ul style="list-style-type: none"> <li>(c) any permitted novation, deferral or extension of that liability,</li> <li>(d) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs,</li> <li>(e) any claim for damages or restitution in the event of rescission of that liability or otherwise,</li> <li>(f) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise, and</li> <li>(g) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings</li> </ul> <p><b>Mortgage of Shares</b> means a mortgage of the shares of the Chargor, substantially in the form of Schedule 7 (Form of Mortgage of Shares) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Obligor</b> means the Chargor or the Shareholder</p> <p><b>Occupational Lease</b> means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject</p> <p><b>Original Counterparty</b> means The Royal Bank of Scotland plc</p> <p><b>Original Property</b> means each property listed in Part 3 and Part 4 of Schedule 1 (Original Parties and Properties) to the Credit Agreement as described in a Security Document and, where the context so requires, includes the buildings on that Original Property</p> <p><b>Original Security Agreement</b> means the security agreement dated 22 December 2006 between the Chargor and the Facility Agent</p> <p><b>Party</b> means a party to the Credit Agreement</p> <p><b>PBB</b> means Deutsche Pfandbriefbank AG</p> <p><b>Pendragon</b> means Pendragon PLC (registered number 02304195)</p> <p><b>PGS</b> means Pendragon Group Services Limited (registered number 03836123)</p> <p><b>Principal Occupational Lease</b> means each agreed form Occupational Lease entered into or to be entered into between the Company and the Principal Tenant in respect of a Property</p> <p>0011398-0003812 BK 15769652 2</p>

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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

**Principal Tenant** means Pendragon Property Holdings Limited (registered number 03437114)

**Principal Tenant Guarantee** means an agreed form guarantee agreement between Pendragon (as guarantor) and the Company in respect of the obligations of the Principal Tenant under each Principal Occupational Lease

**Property** means an Original Property or an Additional Property

**Property Manager** means Pendragon Management Services Limited (registered number 2188992) or any other property manager appointed by the Chargor in respect of a Property with the approval of the Facility Agent, acting reasonably

**Related Rights** means

- (a) any dividend or interest paid or payable in relation to any Shares, and
- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**Rental Income** means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting of any part of a Property, including each of the following amounts

- (a) rent, licence fees and equivalent amounts paid or payable,
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise,
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(h) any Tenant Contributions, and</p> <p>(i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor</p> <p><b>Second Supplemental Agreement</b> means the supplemental agreement dated 14 December 2010 between, amongst others, the Parties amending and restating the Agreement</p> <p><b>Security Agreement</b> means a security agreement in the form of Schedule 6 (Form of Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Security Assets</b> means all assets of the Chargor the subject of any security created by this Deed</p> <p><b>Security Document</b> means</p> <ul style="list-style-type: none"> <li>(a) a Security Agreement,</li> <li>(b) a Mortgage of Shares,</li> <li>(c) a Shareholder's Security Agreement,</li> <li>(d) a Standard Security,</li> <li>(e) an Assignment of Rent,</li> <li>(f) a Supplemental Security Agreement,</li> <li>(g) a Confirmatory Security Agreement,</li> <li>(h) a Deed of Confirmation, or</li> <li>(i) any other document designated as such by the Facility Agent and the Chargor</li> </ul> <p><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p><b>Shareholder's Security Agreement</b> a confirmatory charge over the shares of the Chargor and an assignment of subordinated Debt substantially in the form of Schedule 8 (Form of Shareholder's Security Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Shareholder</b> means PPH0 Limited (registered in number 5418426)</p>	

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Short particulars	<p><b>Shares</b> means all of the shares in the share capital of the Chargor</p> <p><b>Standard Security</b> means a standard security entered into or to be entered into by the Chargor in favour of the Facility Agent</p> <p><b>Subordinated Creditor</b> means PPH0 Limited (registered number 5418426)</p> <p><b>Subordination Agreement</b> means a subordination agreement, substantially in the form of Schedule 9 (Form of Subordination Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Subordinated Debt</b> means all Liabilities payable or owing by the Chargor to the Subordinated Creditor</p> <p><b>Subordinated Document</b> means any document evidencing or recording the terms of any Subordinated Debt</p> <p><b>Supplemental Agreement</b> means</p> <ul style="list-style-type: none"> <li>(a) the letter dated 20 April 2007 between, amongst others, the Chargor and the Facility Agent amending the Agreement,</li> <li>(b) the supplemental agreement dated 10 May 2007 between, amongst others, the Chargor and the Facility Agent amending the Agreement, or</li> <li>(c) the Second Supplemental Agreement</li> </ul> <p><b>Supplemental Security Agreement</b> means a supplemental security agreement in the form of Schedule 10 (Form of Supplemental Security Agreement) with such amendments as the Facility Agent may approve or reasonably require</p> <p><b>Tax Indemnity</b> means the tax deed originally dated 31 October 2005 (as amended and restated on 22 December 2006 and as amended on or about the date of the Second Supplemental Agreement) between, amongst others, Pendragon, the Chargor and the Facility Agent</p> <p><b>Tenant Contributions</b> means any amount paid or payable to the Chargor by any tenant under a Lease Document or any other occupier of a Property, by way of</p> <ul style="list-style-type: none"> <li>(a) contribution to <ul style="list-style-type: none"> <li>(i) ground and headlease rent,</li> <li>(ii) insurance premia,</li> <li>(iii) the cost of an insurance valuation,</li> </ul> </li> </ul>	
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6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div data-bbox="534 414 1476 526">(iv) a service charge in respect of the Chargor's costs under any repairing or similar obligation or in providing services to a tenant of, or with respect to, a Property, or</div> <div data-bbox="534 548 853 593">(v) a sinking fund, or</div> <div data-bbox="438 616 917 660">(b) value added tax or similar taxes</div> <div data-bbox="343 683 1476 795"><b>Transfer Certificate</b> means a certificate, substantially in the form of Part 1 of Schedule 5 (Forms of Accession Documents), with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company</div> <div data-bbox="343 1971 678 2004">0011398-0003812 BK 15769652 2</div> <div data-bbox="885 1971 917 2004">12</div>	



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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

**SCHEDULE 1**

**REAL PROPERTY**

**PART 1**

**PROPERTIES WHICH ARE NOT CONSENT PROPERTIES**

Property Address	Title Number
250-260 Fencepiece Road, Hainault, Barkingside IG6 2SU	EGL201873
Barkers Lane, Bedford MK41 9SD	BD99350
Waterlinks Motor Village, Lichfield Road, Aston, Birmingham B6 5RQ	WM480573
144 Bromford Lane, Erdington, Birmingham B24 8DE	WM723039 and WM730272
Park Road, Grimshaw Park, Blackburn BB2 3DN	LA616758 and LAN2598
Bolton Road, Farnworth, Bolton BL4 7JL	LA343867, LA357260 and LA344305
1 East Bay Close, Cardiff CF2 1BG	WA944939
Nash House, Sloper Road, Cardiff CF11 8SE	WA851597
Cambria House, North Road, Cardiff CF4 3BH	WA313293
Ashville Business Park, Cheltenham Road, East Staverton, Cheltenham GL2 9QF	GR204138
Sir Frank Whittle Road, Derby DE21 6EE	DY193545
Wheatley Hall Road/Neale Road, Doncaster DN2 4SR	SYK279300, SYK279299 and SYK500951
Woodford Jaguar/Landrover, Hainault IG6 3TT	EGL141624
Harrogate Business Park, Wetherby Road, Harrogate HG3 1RR	NYK53792

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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

Property Address	Title Number		
Gelderd Road, Leeds LS12 6DE	WYK288648		
Ravensbridge Drive, Leicester LE4 0BX	LT272676 and LT217097		
495 Chester Road, Aldridge, Little Aston WS9 0PY	SF359720 and SF359716		
2 Loxham Road, Chingford, Longon E4 8SE	EGL105260		
Northfield Drive, Northfield, Milton Keynes MK15 0EB	BM171997 and BM149363		
Watling Street, Milton Keynes MK8 0AE	B225490		
Longditch Road, Queensway Meadows, Newport NP19 4SW	WA573708		
Corporation Road, Newport, NP9 0HE	WA269199		
Rochdale Road, Oldham OL1 1NU	GM801204 and GM620222		
Eagle Road, Plymouth PL7 5JY	DN464172 and DN429831		
London Road, Portsmouth PO2 9QZ	HP467819		
404/412 London Road, Reading RG6 1BJ	BK118334, BK77962	BK135612	and
50-56 High Road, South Woodford E18 2QL	EGL258956, EGL22204	EGL146721	and
Stockton Trucks, Chatfields, Stockton on Tees TS18 2RS	CE174961		
Kidderminster Road, Hagley, Stourbridge DY9 0QL	HW10193		
150 Stourbridge Road, Lye, Stourbridge DY9 7BU	WM438100		
51 Water Lane, Wilmslow SK9 5BQ	CH173030, CH149255	CH353398	and
Holtspur Lane, Wooburn Lane, Wooburn Green HP10 0BB	BM252035, BM54964	BM252033	and

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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

Property Address	Title Number
Oakwood Court, Little Oak Drive, Annesley, Nottingham	NT372118
Calder Park, Wakefield	WYK779960
19/21 Upper Brook Street, Manchester	GM339981
Norway Road, Portsmouth	HP553519
258 Manchester Road, Altrincham	GM569388
Buckingham Road, Aylesbury	BM209360
Amphill Road, Bedford	BD41220, BD198683, BD243301
Digbeth High Street (including Adderley Street), Birmingham	WM449817, WM58551
Whiteburk Drive, Blackburn	LAN51655
1 Ashworth Drive, Blackpool	LA421332
Metropolitan Business Park, Blackpool	LA605452, LA646539, LA686949
Manchester Road, Bolton	GM243314, GM327780, GM807270
The Island, 2 Bolton Road, Bolton	GM767552, GM767556, GM769193
Manchester Road, Bury	GM382221
Pentwyn House, Avenue Park, Cardiff	WA392996
51 Hadfield Road, Cardiff	WA575103, WA578418
Croft Road, Darlington	DU65281
White Rose Way, Doncaster Carr Industrial Estate, Doncaster	SYK514883, SYK265540
Dragon Lane, Gilesgate, Durham	DU84196

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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	Property Address	Title Number	
	Wetherby Road, Harrogate	NYK124962	
	Livingstone Road, Hessle, Hull	HS191975, HS210225, HS168947	
	501 Dunstable Road, Luton	BD201916	
	Mellors Road, Trafford Park, Manchester	GM937254	
	660 Chester Road, Old Trafford, Manchester	MAN6704, MAN8541	
	Southwell Road West, Mansfield	NT193442, NT284783	
	Cambridge Road, Cargo Fleet, Middlesbrough	CE138705	
	1 Lasborough Road, Milton Keynes	BM195302	
	Stamfordham Road, Newcastle Upon Tyne	TY351706	
	Chesterway, Northwich	CH456094	
	Chilwell Meadows, Nottingham Road, Chilwell, Nottingham	NT344015	
	Redfield Road, Clifton Boulevard, Nottingham	NT218463	
	Riversway Motor Park, Preston	LA821791	
	160 Basingstoke Road, Reading	BK195609, BK505140	
	Aldwarke Lane, Great Eastern Way, Parkgate, Rotherham	SYK30945	
	Monkspath Road, Solihull	WM38852	
	153/177 Wellington Road North, Stockport	CH47467, CH10501, GM117045, GM818122, CH27485, GM205323, GM175072, GM431601, GM473429, GM74135, GM326138	
	Preston Farm (Jaguar), Yarm Road, Stockton on Tees	CE199421	
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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		Property Address	Title Number
		Avro Close, Stockton on Tees	CE104515, CE110027, CE110675,
		Victoria Road, Fenton, Stoke On Trent	SF281176, SF219311, SF129404, SF121669, SF114794, SF227738, SF53154, SF196337, SF126365, SF208211
		Wessington Way, Sunderland	TY271213
		Silverlink Park, Wallsend	TY344543, TY229397
		Pleck Road, Walsall	WM670748
		46/63 Carters Green, West Bromwich	SF97719, WM107234, WM337926, WM639188
		Challenge Way, Martland Park, Wigan	MAN32956
		67/71 Bilston Road and the property at Van Dyke Wharf Wolverhampton	WM817207, WM693570, WM519391
		Wrexham Road, Wrexham	WA907323
		Whitebirk Drive, Greenbank Industrial Estate, Blackburn	LA865325
		Eastern Avenue, Burnley	LA486951, LA518434 and LA451750
		Manor Walk, Forum Way, Cramlington	ND103071
		Sir Frank Whittle Road, Derby	DY224372
		Whitehall Road, Leeds	WYK508568 and WYK345655
		Pasfield Way, Peterlee	DU123759
		29 Rose Kiln Lane, Reading	BK129431
		St Mary's Way, Stockport	GM466845
		Preston Farm (Citroen), Yarm Road, Stockton on Tees	CE138641
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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

Property Address	Title Number
Interchange West, Tickford Roundabout, Milton Keynes	BM 243661
Barbican Approach	DN357730 and DN331145
Grangefield Industrial Estate, Pudsey, Leeds	WKY380834
Seacroft Ring Road, Leeds	WYK781035
608 Penistone Road, Sheffield	SYK341846, SYK194828, SYK69336
St James Square, Gateshead	TY159093, TY235606, TY246678, TY254985
Port Way, Preston	LA661958

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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

### PART 2

### CONSENT PROPERTIES

#### Property Address

#### Title Number

Princes Street, Ulverston

CU66543, CU66544

Unit 1 Beeston Royds Industrial Estate, Gelderd Road,  
Leeds

WYK208299

New York Road, Shiremoor, Newcastle-Upon-Tyne

TY333918, TY233237 and  
TY225161

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

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

**COMPANY NO. 5410412  
CHARGE NO. 43**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 14  
DECEMBER 2010 AND CREATED BY PPH1 LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO EACH 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 20 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 DECEMBER  
2010

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES