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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

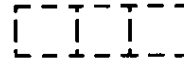
395

A fee of £13 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

06422193

210800165

Name of company

* HOUNDMILL AUTOPLAZA LIMITED (the "Company")

Date of creation of the charge

29 February 2008

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

DEBENTURE

Amount secured by the mortgage or charge

All monies which at the date of the Debenture or at any time thereafter may be or become due or owing by the Company to Black Horse Limited ("Black Horse") on any account and all other liabilities, whether actual or contingent, present or future incurred by the Company to Black Horse (whether in either case due, owing or incurred by the Company alone or jointly with any other person(s) and in whatever name, firm or style and whether as principal or as surety), together with interest, fees, costs, expenses and other charges (the "Secured Liabilities").

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

Black Horse Limited
116 Cockfosters Road
Barnet

Postcode EN4 ODY

Presenter's name address and
reference (if any)

Eversheds LLP
1 Callaghan Square
Cardiff
CF10 5BT

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



APREZXSS

A31

06/03/2008

123

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The Company with full title guarantee and as a continuing security for the Secured Liabilities charges:

- 1 1 all freehold and leasehold property together with all buildings and fixtures thereon at the date of the Debenture vested in the Company,
- 1 2 all future freehold and leasehold property together with all buildings and fixtures thereon,
- 1 3 all book and other debts at the date of the Debenture or at any time thereafter due or owing to the Company, together with the benefit of all guarantees and securities therefor and indemnities thereof and all liens, reservations of title, rights of tracing and other rights enabling the Company to enforce any such debts or claims,
- 1 4 all stocks, shares, debentures, loan capital, rights to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures and loan capital of any other body corporate at the date of the Debenture or at any time thereafter belonging to the Company, together with all dividends, interest and other income and other rights of whatsoever kind deriving from or incidental to any of the foregoing,
- 1 5 the goodwill of the Company and its uncalled capital at the date of the Debenture or at any time thereafter in existence,
(please see continuation sheet)

Please do not
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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed *Everheds LLP*

Date *5 March 2008*

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

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* HOUNDMILL AUTOPLAZA LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1 6 all copyrights, trademarks, patents, registered designs and other intellectual property rights at the date of the Debenture or at any time thereafter belonging to the Company,

1 7 the whole of the Company's undertaking and all its property and assets whatsoever or wheresoever, present or future, other than any property or assets from time to time or for the time being effectively charged to Black Horse by way of fixed charge pursuant to the Debenture,

The property and assets referred to in points 1 1 to 1.7 above inclusive shall be collectively referred to as "the Charged Property" and shall take effect

1 7.1 as regards the property referred to in point 1 1 as charges by way of legal mortgage;

1 7 2 as regards the property referred to in points 1.2 to 1 6 above inclusive as fixed charges, and

1 7 3 as regards the property referred to in point 1 7 above as floating charges

With reference to the book debts charged at 1.3 above the Company shall pay into its current account with its bank or a separate designated account (as Black Horse may require) of the Company with its bank all monies which it may receive in respect of book debts and (subject to any rights of the bank in respect thereof) pay or otherwise deal with such monies standing in such account in accordance with any directions from time to time given in writing by Black Horse

Prior to the security constituted in the Debenture having become enforceable in the absence of any directions from Black Horse any monies received by the Company and paid into such account in respect of the book debts shall upon such payment in stand released from the fixed charge on the book debts created by the Debenture and shall stand subject to the floating charge created by the Debenture over the other property and assets of the Company but any such release shall in no way derogate from the subsistence and continuance of the said fixed charge on all other book debts of the Company for the time being outstanding, and

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The Company shall not without the prior written consent of Black Horse sell, factor, discount mortgage charge or assign the book debts in favour of any person or attempt or purport to do so and shall if called upon by Black Horse execute a legal assignment of the book debts to Black Horse

The Company shall not without prior written consent of Black Horse

(a) create, extend or permit to subsist any mortgage or other fixed security, floating charge, pledge or lien (other than the lien arising by operation of law) or other security interest of any kind, whether in any such case ranking in priority to or pari passu with or after the fixed and floating charges created by the Company under point 1 above or any other security of Black Horse created pursuant to the Debenture, or

(b) sell, transfer, lease, lend or otherwise dispose of, whether by means of one or a series of transactions related or not and whether at one time or over a period of time, the whole or part of the Company's undertaking or (save in the normal course of trading) of its assets, or enter into any agreement for such sale, transfer, lease, loan or other disposal

Black Horse is entitled at any time by notice in writing to the Company to convert the floating charge created under point 1 7 above into a fixed charge as affecting all the property and assets which for the time being are subject to such floating charge or, as the case may be, such of the said property and assets as are specified by such notice

All policies of insurance and all monies payable thereunder (whether or not in pursuance of the obligations under the Debenture) are charged by way of fixed charge to and shall be paid to Black Horse (or if not paid by the insurers directly to Black Horse held on trust for Black Horse) and shall at the option of Black Horse be applied in replacing restoring or reinstating the property or assets destroyed damaged or lost (any deficiency being made good by the Company) or in reduction of the monies



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

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

COMPANY NO. 6422193
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 29
FEBRUARY 2008 AND CREATED BY HOUNDMILLS
AUTOPLAZA LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO BLACK HORSE
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 6 MARCH 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MARCH 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES