

MG01

Particulars of a mortgage or charge



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LASERFORM

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

MONDAY



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09/05/2011

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COMPANIES HOUSE

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1

Company details

Company number

0 0 0 5 3 1 7 1

Company name in full

Northgate plc ("**Chargor**")

For official use

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

2 8 0 4 2 0 1 1

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 second supplemental deed dated 28 April 2011 made between, amongst others, (1) the Chargor and (2) The Royal Bank of Scotland plc (as trustee for the Secured Parties (as defined below) ("**Security Trustee**") ("**Supplemental Deed**"). The Supplemental Deed is supplemental to a debenture originally dated 10 July 2009 (as amended from time to time including pursuant to the First Debenture Supplemental Deed (as defined below) made between, amongst others), (1) the Chargor and (2) the Security Trustee ("**Debenture**").

4

Amount secured

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

Amount secured

4A
10
All the Liabilities and all other present and future obligations at any time due, owing or incurred by any member of the Group and by any Debtor to any Secured Party under the Secured Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity ("**Secured Liabilities**")

Continuation page

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

MG01**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 (acting as trustee for itself and the Secured Parties)	
Address	RBS Global Banking & Markets	
	5th Floor, 135 Bishopsgate, London	
Postcode	E C 2 M 3 U R	
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	<p>1.1 The Chargor covenants with the Security Trustee and the other Secured Parties that it will on demand pay and discharge the Secured Liabilities when due (as such liabilities are amended and extended in accordance with the Supplemental Deed).</p> <p>1.2 The Chargor charged by way of fixed charge any right, title or interest which it had as at the date of the Supplemental Deed or may subsequently acquire to or in any Land (including, but not limited to, the Land of the Chargor set out in parts 1 and 2 of schedule 2 (<i>Land Charged</i>) of the Supplemental Deed (as further detailed at parts 1 and 2 of schedule 1 below)) other than in the Short Term Leases of the Chargor (as set out in part 3 of schedule 2 (<i>Land Charged</i>) of the Supplemental Deed (as further detailed at part 3 of schedule 1 below))</p> <p>1.3 The Chargor mortgaged or (if or to the extent that the Supplemental Deed did not take effect as a mortgage) charged by way of fixed charge</p> <p>(a) all Shares (including, but not limited to, the Shares held by the Chargor set out in schedule 3 (<i>Shares</i>) of the Supplemental Deed (as further detailed at schedule 2 below)), and</p> <p>(b) all related Distribution Rights.</p> <p>continued/..</p>	

MG01

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 *DNA [Signature]* X

This form must be signed by a person with an interest in the registration of the charge

MG01

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 Jonathan Elliott

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country United Kingdom

DX DX: 12017 LEEDS

Telephone 08700 111 111



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

MG01 - continuation page

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

1 4 The Chargor mortgaged or (if and to the extent that the Supplemental Deed did not take effect as a mortgage) charged by way of fixed charge:

(a) all Investments; and

(b) all related Distribution Rights,

owned by it as at the date of the Supplemental Deed or in the future, including those held for it by any nominee

1 5 The Chargor charged by way of fixed charge all Equipment in so far as it was not charged by way of legal mortgage under ~~clause 3.2~~ (Land) of the Supplemental Deed (clause 1 2 above)

1 6 The Chargor charged by way of fixed charge

(a) all Book Debts, and

(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts.

1 7 The Chargor charged by way of fixed charge

(a) all Non Trading Debts; and

(b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts.

1 8

(a) Subject to the provisions of clause 7.4 3 (Accounts) of the Debenture, (which sets out how the Chargor may deal with any Current Account) the Chargor charged by way of fixed charge all amounts standing to the credit of

(i) each Account held with any Bank Finance Party (including, but not limited to, the Accounts of the Chargor set out in schedule 4 (Accounts) of the Supplemental Deed (further detailed at schedule 3 below)); and

(ii) any other account held with any Bank Finance Party in its name or to which it is beneficially entitled.

(b) Regardless of the terms on which moneys are credited to any account in the name of the Chargor held with any Bank Finance Party, no amount standing to the credit of that account will be or accrue due or payable to the Chargor until

(i) the Secured Liabilities have been paid and discharged in full; and

(ii) no Bank Finance Party is under any obligation to make banking or other facilities available to the Chargor or any Charging Entity,

MG01 - continuation page

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

and subject to the provisions of clause 7.4 3 (Accounts) of the Debenture, clause 11 7 (Mandatory Prepayment Accounts and Holding Accounts (Withdrawals)) of the Intercreditor Agreement, until that time the Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except (without prejudice to the Secured Parties' rights under the Debenture) as the Security Trustee may in its absolute discretion from time to time permit

1.9 The Chargor charged by way of fixed charge all Intellectual Property Rights, including, where the Chargor is a Trade Mark Chargor

(a) the Trade Mark Property which belongs to it as at the date of the Supplemental Deed or at any time during the Security Period (including, but not limited to the Trade Marks of the Chargor set out in schedule 5 (Trade Marks) of the Supplemental Deed (as further detailed at schedule 4 below)), and

(b) all fees, royalties and other rights of every kind deriving from the Trade Mark Property

1 10 The Chargor charged by way of fixed charge its goodwill.

1.11 The Chargor charged by way of fixed charge its uncalled capital.

1.12 The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset.

1.13 The Chargor assigned absolutely, subject to the assignment of the Assigned Agreements made pursuant to the Debenture and to the proviso for reassignment on redemption, all its rights and interests under the Assigned Agreements to which it is party

1 14 The Chargor assigned absolutely, subject to the assignment of the accounts made pursuant to the Debenture and to the proviso for reassignment on redemption, or (if and to the extent that the assignment is not effective) charged by way of fixed charge, subject to the provisions of clause 7 4 3 (Accounts) of the Debenture (which sets out how the Chargor may deal with any Current Account), all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled.

1 15 Subject to the assignment of Insurances made pursuant to the Debenture, the Chargor assigned absolutely all its rights and interests in the Insurances

1.16 The Chargor charged by way of fixed charge all its Contractual Rights

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

1 17

(a) The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, ~~charged by way of fixed charge or assigned under clause 3 of the Supplemental Deed (this clause 1).~~

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Supplemental Deed

1 18 The Supplemental Deed is supplemental to the Debenture and the provisions of the Debenture (which includes negative covenants, further assurance and appointment provisions) apply to the Security granted under clause 3 of the Supplemental Deed (this clause 1) with all necessary modifications as if set out in full in the Supplemental Deed.

Definitions

"Accession Letter" means a document substantially in the form set out in schedule 7 (*Form of Accession Letter*) of the Banks Facilities Agreement.

"Account" means a Current Account, a Holding Account or a Mandatory Prepayment Account

"Additional Borrower" means a company which becomes an additional borrower in accordance with clause 28 (*Changes to Obligors*) of the Bank Facilities Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company and in the case of Clydesdale Bank PLC only, includes National Australia Bank Limited (ABN 12 004 044 937) Notwithstanding the foregoing, in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall not include (i) the UK government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings.

"Agent" means The Royal Bank of Scotland plc

"Amendment Agreement" means the amendment agreement dated 19 April 2011 made between, among others, the Company, the Chargor, the Charging Entities, the Bank Lenders, the Agent and the Security Trustee, pursuant to which the Bank Facilities Agreement was amended and restated

"Amendment Effective Date" means 28 April 2011

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="323 371 1050 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="323 521 1516 577">"Ancillary Document" means each document relating to or evidencing the terms of a facility forming a part of an Ancillary Facility.</p> <p data-bbox="323 611 1516 689">"Ancillary Facility" means each ancillary facility made available by any Ancillary Lender in accordance with clause 7 (<i>Ancillary Facility</i>) of the Bank Facilities Agreement.</p> <p data-bbox="323 723 1516 857">"Ancillary Lender" means the Original Ancillary Lender and each person which accedes to the Bank Facilities Agreement as an Ancillary Lender by executing a Creditor/Agent Accession Undertaking (for so long as it makes an Ancillary Facility available pursuant to the terms of the Bank Facilities Agreement).</p> <p data-bbox="323 891 1516 947">"Arrangers" means Barclays Corporate, The Royal Bank of Scotland plc and Lloyds TSB Bank plc.</p> <p data-bbox="323 981 1516 1037">"Assigned Agreements" means the Hedging Agreements and the Intra-Group Loan Agreements</p> <p data-bbox="323 1070 1516 1126">"Authorisation" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration</p> <p data-bbox="323 1160 1516 1339">"Bank Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (<i>Changes to Obligors</i>) of the Bank Facilities Agreement, and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of clause 7 8 (<i>Affiliates of Borrowers</i>) of the Bank Facilities Agreement</p> <p data-bbox="323 1373 1516 1529">"Bank Facilities Agreement" means the senior term loan and revolving credit facilities agreement made between among others, the Company, the Charging Entities, the Security Trustee, the Bank Lenders and the Agent originally dated 10 July 2009 (as amended on 10 September 2009 and 15 December 2009 and as amended and restated on 19 April 2011 pursuant to the Amendment Agreement).</p> <p data-bbox="323 1563 1516 1619">"Bank Finance Document" means any Finance Document and any Hedging Agreement.</p> <p data-bbox="323 1653 1516 1731">"Bank Finance Parties" means the Agent, the Arranger, the Security Trustee, the Lenders, the Hedge Counterparties, any Ancillary Lender and any Supplemental Lender.</p> <p data-bbox="323 1765 635 1798">"Bank Lender" means</p> <p data-bbox="323 1821 1516 1899">(a) Barclays Bank PLC, Clydesdale Bank PLC, Fortis Bank, UK Branch, HSBC Bank plc, Lloyds TSB Bank plc, The Royal Bank of Scotland plc, Svenska Handelsbanken AB (publ);</p>

MG01 - continuation page

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

(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 27 (*Changes to the Lenders*) of the Bank Facilities Agreement, and

(c) any Ancillary Lender

"Book Debts" means, in relation to the Chargor, all its book debts arising in the ordinary course of trading

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*Changes to Obligors*) of the Bank Facilities Agreement, and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of clause 7.8 (*Affiliates of Borrowers*) of the Bank Facilities Agreement.

"Charging Entities" means the Company, Northgate Vehicle Hire Limited (company number 1434157), Northgate (Europe) Limited (company number 05932194), Northgate Vehicle Sales Limited (company number 2337128), Northgate Vehicle Solutions Limited (company number 3853399), Northgate (TM) Limited (company number 5875221) and Northgate (CB) Limited (company number 7233528)

"Company" means Northgate plc (company number 53171)

"Contractual Rights" means all rights of the Chargor under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by clauses 3.12 (*Assigned Agreements*) of the Debenture and 3.13 (*Assigned Agreements*) of the Supplemental Deed (clause 1.13) and the Vehicle Contracts

"Compliance Certificate" means a certificate substantially in the form set out in part 1 of schedule 9 (*Form of Compliance Certificate*) of the Bank Facilities Agreement

"Creditor/Agent Accession Undertaking" means:

(a) an undertaking substantially in the form set out in schedule 2 (*Form of Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement;

(b) in the case of an acceding Debtor which is expressed to accede as an Intra Group Lender in the relevant Debtor Accession Deed, that Debtor Accession Deed; or

(c) a confirmation substantially in the form set out in schedule 14 (*Form of Increase Confirmation*) of the Bank Facilities Agreement

"Creditors" means the Bank Lenders, the Note Holders, the Hedge Counterparties, the M&G Debt Lenders, the Intra Group Lenders and the Company.

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="327 376 1050 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 465 1516 548">"Current Account" means each account of the Chargor set out in schedule 4 (<i>Current Accounts</i>) of the Supplemental Deed (as further detailed at schedule 3 below).</p> <p data-bbox="327 582 1516 743">"Debt Documents" means each of the Supplemental Deed, the Intercreditor Agreement, the Hedging Agreements, the Bank Finance Documents, the Note Documents, the M&G Debt Finance Documents, the Supplemental Facility Agreements, the Ancillary Documents, the Security Documents, the documents documenting the Intra-Group Liabilities and any other document designated as such by the Security Trustee and the Company</p> <p data-bbox="327 777 1516 884">"Debtor" means each Original Debtor, any person which becomes a Party as a Debtor in accordance with the terms of clause 16 (<i>Changes to the Parties</i>) of the Intercreditor Agreement and any other person which has granted a guarantee in favour of any Primary Creditor or any Transaction Security.</p> <p data-bbox="327 918 1516 996">"Debtor Accession Deed" means a Supplemental Deed substantially in the form set out in schedule 1 (<i>Form of Debtor Accession Deed</i>) of the Intercreditor Agreement</p> <p data-bbox="327 1030 1516 1081">"Delegate" means any delegate, agent, attorney or co trustee appointed by the Security Trustee.</p> <p data-bbox="327 1115 1516 1274">"Distribution Rights" means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them.</p> <p data-bbox="327 1308 1145 1332">"Effective Date" means the Amendment Effective Date</p> <p data-bbox="327 1366 730 1391">"Enforcement Event" means</p> <p data-bbox="327 1424 1516 1476">(a) the occurrence of an Event of Default which is continuing under the Bank Facilities Agreement,</p> <p data-bbox="327 1509 1516 1561">(b) the occurrence of an Event of Default which is continuing under the Note Documents;</p> <p data-bbox="327 1594 1516 1646">(c) the occurrence of an Event of Default which is continuing under the M&G Debt Facility Agreement;</p> <p data-bbox="327 1680 1516 1731">(d) the occurrence of an event pursuant to which the Hedge Counterparties under the Intercreditor Agreement have a right to enforce the Security;</p> <p data-bbox="327 1765 1516 1816">(e) the Security Trustee requiring that the Security be enforced in order to protect the interests of the Secured Parties, or</p> <p data-bbox="327 1850 1426 1874">(f) any Charging Entity requesting that Security becomes enforceable.</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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	<p>"Equipment" means, in relation to the Chargor, all its fixed and moveable plant and machinery owned by it and the benefit of all related Authorisations, agreements and warranties</p> <p>"Event of Default" means any event or circumstance specified as such in any of the Bank Facilities Agreement, the Note Documents or the M&G Debt Finance Documents</p> <p>"Existing Hedging Agreements" means the ISDA Master Agreements relating to cross currency hedging detailed below</p> <p>(a) dated 11 September 2009, entered into by Lloyds TSB Bank plc and the Company,</p> <p>(b) dated 11 September 2009, entered into by Clydesdale Bank PLC and the Company,</p> <p>(c) dated 11 September 2009, entered into by The Royal Bank of Scotland plc and the Company;</p> <p>(d) dated 11 September 2009, entered into by HSBC Bank plc and the Company,</p> <p>(e) dated 11 September 2009, entered into by Barclays Bank PLC and the Company, and</p> <p>(f) dated 11 September 2009, entered into by Fortis Bank and the Company.</p> <p>"Facility" means a Term Facility or a Revolving Facility</p> <p>"Facility A" means the term loan facility described in clause 2.1 1(a) (<i>The Facilities</i>) of the Bank Facilities Agreement</p> <p>"Facility B" means the term loan facility described in clause 2.1 1(b) (<i>The Facilities</i>) of the Bank Facilities Agreement</p> <p>"Facility C" means the revolving credit facility described in clause 2.1 1 (c) (<i>The Facilities</i>) of the Bank Facilities Agreement.</p> <p>"Facility D" means the revolving credit facility described in clause 2.1 1 (d) (<i>The Facilities</i>) of the Bank Facilities Agreement.</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 376 1046 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 465 628 495">"Fee Letter" means.</p> <p data-bbox="325 528 1508 689">(a) any letter or letters dated 10 July 2009 and on or about the date of the Amendment Agreement between the Arranger and the Company (or the Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in clause 15 (Fees) of the Bank Facilities Agreement or clause 5 (Fees, Costs and Expenses) of the Amendment Agreement; and</p> <p data-bbox="325 723 1508 860">(b) any agreement setting out fees payable to a Bank Finance Party referred to in paragraph (e) of clause 2.2 (Increase) of the Bank Facilities Agreement, clause 15.5 (Interest, commission and fees on Ancillary Facilities) of the Bank Facilities Agreement or under the Bank Facilities Agreement or any other Finance Document.</p> <p data-bbox="325 893 1508 1265">"Finance Document" means the Bank Facilities Agreement, the Amendment Agreement, the First Amendment Letter, the Second Amendment Letters, any Accession Letter, any Ancillary Document, any Compliance Certificate, any Hedging Strategy Letter, any Fee Letter, any Transfer Certificate, the Existing Hedging Agreements, any New Hedging Agreement, the Intercreditor Agreement, the Intercreditor Amendment Agreement, any Supplemental Facility Agreement, the Intra-Group Loan Agreements, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document by the Agent and the Company, provided that where the term Finance Document is used in, and construed for the purposes of, the Bank Facilities Agreement or the Intercreditor Agreement, an Existing Hedging Agreement and a New Hedging Agreement shall be a Finance Document only for the purposes of.</p> <p data-bbox="325 1299 1508 1350">(a) the definition of "Material Adverse Effect" in the Bank Facilities Agreement;</p> <p data-bbox="325 1384 1508 1435">(b) paragraph (a) of the definition of "Permitted Transaction" in the Bank Facilities Agreement,</p> <p data-bbox="325 1469 1508 1520">(c) the definition of "Transaction Document" in the Bank Facilities Agreement;</p> <p data-bbox="325 1554 1182 1583">(d) the definition of "Transaction Security Document",</p> <p data-bbox="325 1617 1508 1668">(e) paragraph (f) of clause 1.2 (Construction) of the Bank Facilities Agreement;</p> <p data-bbox="325 1702 1508 1731">(f) clause 21 (Guarantee and indemnity) of the Bank Facilities Agreement;</p> <p data-bbox="325 1765 1508 1845">(g) clause 26 (Events of Default) (other than clause 26.15.2 (Repudiation and rescission of agreements) and clause 26.20 (Acceleration)) of the Bank Facilities Agreement;</p> <p data-bbox="325 1879 1283 1908">(h) clause 32.12 (Set-off) of the Bank Facilities Agreement</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"First Amendment Letter" means the side letter dated on or about 10 September 2009, entered into between, among others, the Company, the Agent, the Lenders, the Note Holders and certain Hedge Counterparties waiving certain provisions of the Intercreditor Agreement, and amending the Bank Facilities Agreement and the Note Purchase Agreement

"First Debenture Supplemental Deed" means the supplemental deed to the Debenture executed by the Original Chargors and Northgate Vehicle Solutions Limited (company number 3853399) in favour of the Security Trustee dated on or about 10 September 2009

"First Note Amendment Agreement" means the amended, restated and consolidated note purchase agreement dated on or about 10 July 2009 and made between the Company and the Note Holders amending, restating and consolidating the Note Purchase Agreement (as then in effect)

"Group" means the Company and each of its Subsidiaries for the time being and **Group Company** means any one of them

"Hedge Counterparty" means

- (a) Barclays Bank PLC, Clydesdale Bank PLC, Fortis Bank UK Branch, HSBC Bank plc, Lloyds TSB Bank plc and The Royal Bank of Scotland plc; and
- (b) any person which becomes Party as a Hedge Counterparty pursuant to clause 16.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement,

"Hedging Agreements" means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate risks in relation to the Facilities, the Notes and/or the M&G Debt Facility

"Hedging Strategy Letter" means a letter from the Company to, amongst others, the Agent described on its face as the Hedging Strategy Letter including the letter dated 19 April 2011 and delivered to the Agent pursuant to part 1 of schedule 2 (Conditions precedent to signing of the Agreement) of the Amendment Agreement

- (a) held in England by a Group Company with the Security Trustee;
- (b) identified in a letter between the Company and the Security Trustee as a Holding Account; and
- (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,

as the same may be redesignated, substituted or replaced from time to time

MG01 - continuation page

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>"Holding Company" means, in relation to a company or a corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Insurance" means, in relation to the Chargor, each contract or policy of insurance to which the Chargor is a party or in which it has an interest</p> <p>"Intellectual Property Rights" means:</p> <p>(a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,</p> <p>(b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and</p> <p>(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,</p> <p>arising or subsisting in any jurisdiction and whether registered or not.</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 10 July 2009 and made between, among others, the Company, the Security Trustee, the Agent, the Lenders, the Note Holders and the Hedge Counterparties as amended from time to time and including as amended and restated pursuant to an amendment and restatement agreement dated 19 April 2011 made between, among others, the Company, the Charging Entities, the Security Trustee, the Agent, the Lenders, the Note Holders, the M&G Debt Lenders, the M&G Debt Agent and the Hedge Counterparties</p> <p>"Intercreditor Amendment Agreement" means the intercreditor amendment agreement dated 19 April 2011 made between, among others, the Company, the Agent, the Lenders, the Note Holders and the Hedge Counterparties pursuant to which the Intercreditor Agreement then in effect was amended and restated</p> <p>"Holding Account" means an account:</p> <p>(a) held in England by a Group Company with the Security Trustee,</p> <p>(b) identified in a letter between the Company and the Security Trustee as a Holding Account, and</p> <p>(c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee,</p> <p>(as the same may be redesignated, substituted or replaced from time to time)</p>	

MG01 - continuation page

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

"Intra Group Lender" means each member of the Group (other than the Company) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which is named on the signing pages of the Intercreditor Agreement as an Intra Group Lender or which becomes a party as an Intra Group Lender in accordance with the terms of clause 16 (*Changes to Parties*) of the Intercreditor Agreement.

"Intra-Group Liabilities" means the Liabilities owed by any member of a Group to any of the Intra-Group Lenders.

"Intra-Group Loan Agreements" means the intra-group loan agreements:

(a) dated 27 November 2006 between Northgate (MT) Limited and Northgate Vehicle Hire (Ireland) Limited as amended and restated on or about 11 September 2009 and on or about the Amendment Effective Date,

(b) dated 16 April 2009 between Northgate (MT) Limited and the Company as amended and restated on or about the 11 September 2009 and on or about the Amendment Effective Date,

(c) dated 16 November 2006 between Northgate (MT) Limited and Record Rent a Car S A (a company which merged into Northgate Espana Renting Flexible S A such that all the rights and liabilities of Record Rent a Car were assigned to Northgate Espana Renting Flexible S A) as amended and restated on or about 11 September 2009 and on or about the Amendment Effective Date;

(d) dated 16 November 2006 between Northgate (MT) Limited and Northgate Espana Renting Flexible S A (formerly known as Forgonetas de Alquiler) as amended and restated on or about 11 September 2009 and on or about the Amendment Effective Date,

(e) effective as of 20 June 2010 between Northgate (CB) Limited and the Company as amended and restated on or about the Amendment Effective Date;

(f) dated 30 April 2007 between Northgate (TM) Limited and Northgate Vehicle Hire Limited as amended on or about 11 September 2009 as amended and restated on or about the Amendment Effective Date; and

(g) dated 27 November 2006 between Northgate (Europe) Limited and the Company

"Investments" means all or any stocks, shares (other than any Shares) bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

MG01 - continuation page

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>"Land" includes land of any tenure, and mines and minerals, whether or not held apart from the surface, buildings or parts of buildings (whether the division is horizontal, vertical or made in any other way) and other corporeal hereditaments; also a manor, an advowson, and a rent and other incorporeal hereditaments, and an easement, right, privilege, or benefit in, over, or derived from land; and "mines and minerals" include any strata or seam of minerals or substances in or under any land, and powers of working and getting the same, and "manor" includes a lordship, and reputed manor or lordship; and "hereditament" means any real property which on an intestacy occurring before the commencement of the Law of Property Act 1925 might have devolved upon an heir.</p> <p>"Lender" means</p> <p>(a) Barclays Bank PLC, Clydesdale Bank PLC, Fortis Bank, UK Branch, HSBC Bank plc, Lloyds TSB Bank plc, The Royal Bank of Scotland plc, Svenska Handelsbanken AB (publ); and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 27 (<i>Changes to the Lenders</i>) of the Bank Facilities Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with the terms of the Bank Facilities Agreement</p> <p>"Liabilities" means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:</p> <p>(a) any novation, deferral or extension,</p> <p>(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;</p> <p>(c) any claim for damages or restitution, and</p> <p>(d) any claim as a result of any recovery by any Debtor of a Payment on the grounds of preference or otherwise,</p> <p>and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings</p>	

MG01 - continuation page

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>"Mandatory Prepayment Account" means an interest-bearing account:</p> <ul style="list-style-type: none"> (a) held in England by a Bank Borrower with the Security Trustee; (b) identified in a letter between the Company and the Security Trustee as a Mandatory Prepayment Account, (c) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Security Trustee; and (d) from which no withdrawals may be made by any Group Companies except as contemplated by the Bank Facilities Agreement, <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p>"M&G Accession Letter" means a document substantially in the form set out in schedule 7 (<i>Form of Accession Letter</i>) of the M&G Debt Facility Agreement</p> <p>"M&G Compliance Certificate" means a certificate substantially in the form set out in part 1 of schedule 9 (<i>Form of Compliance Certificate</i>) of the M&G Debt Facility Agreement.</p> <p>"M&G Debt Agent" means M&G Investment Management Limited.</p> <p>"M&G Debt Facility" means the term loan facility made available to the Company by the M&G Lenders pursuant to the M&G Debt Facility Agreement</p> <p>"M&G Debt Facility Agreement" means the facility agreement dated 19 April 2011 made between, amongst others, the Company, the M&G Debt Agent and the M&G Debt Lenders which made available a £100,000,000 term loan facility to the Company by the M&G Debt Lenders.</p> <p>"M&G Debt Finance Document" means the M&G Debt Facility Agreement, any M&G Accession Letter, any M&G Compliance Certificate, any Hedging Strategy Letter, any New Hedging Agreement, any M&G Fee Letter, any M&G Transfer Certificate, the Intercreditor Agreement, the Intercreditor Amendment Agreement, the Intra-Group Loan Agreements, any M&G Resignation Letter, any Transaction Security Document, any M&G Utilisation Request and any other document designated as an M&G Debt Finance Document by the M&G Debt Agent and the Company, provided that where the term M&G Debt Finance Document is used in, and construed for the purposes of, an M&G Debt Finance Document, a New Hedging Agreement shall be an M&G Debt Finance Document only for the purposes of:</p> <ul style="list-style-type: none"> (a) paragraph (a) of the definition of "Permitted Transaction" in the M&G Debt Facility Agreement, (b) the definition of "Transaction Document" in the M&G Debt Facility Agreement; 	

MG01 - continuation page

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) the definition of "Transaction Security Document" in the M&G Debt Facility Agreement;</p> <p>(d) the definition of "Material Adverse Effect" in the M&G Debt Facility Agreement,</p> <p>(e) paragraph (f) of clause 1.2 (Construction) of the M&G Debt Facility Agreement, and</p> <p>(f) clause 24 (Events of Default) (other than 24 15 2 (Repudiation and rescission of agreements) and clause 24 20 (Acceleration)) in the M&G Debt Facility Agreement</p> <p>"M&G Debt Lender" means Prudential / M&G UK Companies Financing Fund LP</p> <p>"M&G Debt Lenders" means the Original M&G Debt Lenders and any bank, financial institution, trust, fund or other entity which becomes a party to the M&G Debt Facility Agreement as a lender in accordance with its provisions from time to time</p> <p>"M&G Fee Letter" means</p> <p>(a) any letter or letters on or about the date of the M&G Debt Facility Agreement between the M&G Debt Lender and the Company (or the M&G Debt Agent and the Company or the Security Trustee and the Company) setting out any of the fees referred to in clause 13 (Fees) of the M&G Debt Facility Agreement, and</p> <p>(b) any agreement setting out fees payable to the M&G Debt Agent or M&G Lenders referred to in paragraph (e) of clause 2.2 (Increase) or any other M&G Finance Document.</p> <p>"M&G Lenders" means Prudential/M&G UK Companies Financing Fund LP and any bank, financial institution, trust, fund or other entity which becomes a party to the M&G Debt Facility Agreement as a lender in accordance with its provisions from time to time.</p> <p>"M&G Resignation Letter" means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) of the M&G Debt Facility Agreement.</p> <p>"M&G Transfer Certificate" means a certificate substantially in the form set out in schedule 5 (Form of Transfer Certificate) of the M&G Debt Facility Agreement or any other form agreed between the M&G Debt Agent and the Company</p> <p>"M&G Utilisation Request" means a notice substantially in the relevant form set out in part 1 schedule 3 (Requests and Notices) of the M&G Debt Facility Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 380 1034 407">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 533 1503 801">"New Hedging Agreements" means any master agreement, confirmation, schedule or other agreement or amendment of any of the foregoing in each case in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate risks in accordance with the Hedging Strategy Letter on or after the Amendment Effective Date and shall include for the avoidance of doubt any amendment or novation of an existing hedging agreement and hedging arrangements at, or in excess of, the minimum amounts required pursuant to the Hedging Strategy Letter up to maximum aggregate amounts permitted under the Intercreditor Agreement</p> <p data-bbox="320 833 1503 967">"Non Trading Debts" means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in clause 3.7 (<i>Accounts held with Finance Parties</i>) (clause 1 7 above) and clause 3.14 (<i>Accounts held with third parties</i>) (clause 1 14 above) of the Supplemental Deed</p> <p data-bbox="320 999 1503 1052">"Note Amendment Agreements" means the First Note Amendment Agreement and the Second Note Amendment Agreement.</p> <p data-bbox="320 1084 1503 1218">"Note Documents" means the Intercreditor Agreement, the Notes, the Note Guarantees, Note Purchase Agreement, the Note Amendment Agreements, the First Amendment Letter, the Second Amendment Letter, the Security Documents and any other document designated as a Note Document by the Note Holders and the Company in accordance with the Intercreditor Agreement</p> <p data-bbox="320 1249 1503 1357">"Note Guarantees" means each guarantee granted by a Note Guarantor in favour of the Note Holders in respect of the Note Liabilities provided on or before the Effective Date or thereafter in accordance with the terms of the Note Documents and the Intercreditor Agreement</p> <p data-bbox="320 1388 1503 1796">"Note Guarantor" means the Company, Northgate Vehicle Hire Limited (company number 1434157), Northgate (Europe) Limited (company number 5932194), Northgate Espana Renting Flexible S.A. (formerly named Furgonetas de Alquiler S A and as successor by merger to Record Rent a Car S A) registered with the Commercial Registry of Madrid, Volume 2541, Page 102, Sheet M-44375 under Tax Number (CIF) A-28659423), Northgate (Malta) Limited (company number C39845), Northgate (MT) Limited (company number C39847), Northgate (TM) Limited (company number 5875221), Northgate Vehicle Sales Limited (company number 2337128), Northgate Vehicle Solutions Limited (company number 3853399) and Northgate Vehicle Hire (Ireland) Limited (company number 333586), Northgate (CB) Limited (company number 7233528) and each other Group Company which provides a guarantee in favour of the Note Holders in respect of the Note Liabilities in accordance with the terms of the Note Documents and the Intercreditor Agreement</p>

MG01 - continuation page

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>"Note Holders" means the holders of any of the Notes from time to time, including The Prudential Insurance Company of America, Gibraltar Life Insurance Co, Ltd, Prudential Retirement Insurance and Annuity Company, The Variable Annuity Life Insurance Company, Merit Life Insurance Co, The United States Life Insurance Company in the City of New York, Principal Life Insurance Company, Allstate Insurance Company, The Guardian Life Insurance Company of America, United of Omaha Life Insurance Company, Mutual of Omaha Insurance Company, Assurity Life Insurance Company, Chase Nominees Ltd A/C 74619, The Prudential Assurance Company Limited, Modern Woodmen of America, Teachers Insurance and Annuity Association of America and The Travelers Indemnity Company as Note Holders and each person which accedes to the Intercreditor Agreement as a Note Holder by executing a Creditor/Agent Accession Undertaking.</p> <p>"Note Liabilities" means the Liabilities owed by the Debtors to the Note Holders under or in connection with the Note Documents.</p> <p>"Note Purchase Agreement" means</p> <p>(a) the note purchase agreement dated as of 14 December 2006, made between the Company and the respective Note Holders named therein, and</p> <p>(b) the note purchase agreement dated as of 20 November 2007 between the Company and the respective Note Holders named therein,</p> <p>each as amended, restated and consolidated pursuant to the First Note Amendment Agreement, and amended on and from 10 September 2009 pursuant to a first amendment letter, on and from 15 December 2009 pursuant to a second amendment letter and, on and from the Effective Date amended and restated pursuant to the Second Note Amendment Agreement.</p> <p>"Notes" means the notes issued pursuant to the Note Purchase Agreement on or prior to the Effective Date (and any notes issued in replacement, exchange or substitution thereof pursuant to section 15 (<i>Registration; Exchange; Substitution of Notes</i>) of the Note Purchase Agreement in its original form).</p> <p>"Original Ancillary Lender" means The Royal Bank of Scotland plc</p> <p>"Original Borrowers" means the Company and Northgate Vehicle Hire Limited.</p> <p>"Original Chargors" means the Company, Northgate Vehicle Hire Limited (company number 1434157), Northgate (Europe) Limited (company number 05932194), Northgate Vehicle Sales Limited (company number 2337128) and Northgate (TM) Limited (company number 5875221)</p>	

MG01 - continuation page

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

"Original Debtors" means the Company, Northgate Vehicle Hire Limited (company number 1434157), Northgate (Europe) limited (company number 05932194), Northgate Vehicle Sales Limited (company number 2337128), Northgate Vehicle Solutions Limited (company number 3853399), Northgate (TM) Limited (company number 5875221), Northgate Espana Renting Flexible, S.A., (formerly named Furgonetas de Alquiler S A and as successor by merger to Record Rent a Car S.A) registered with the Commercial Registry of Madrid, Volume 2541, Page 102, Sheet M-44375 under Tax Number (CIF) A-28659423), Northgate (Malta) Limited (company number C39845), Northgate (MT) Limited, Northgate Vehicle Hire (Ireland) Limited (company number 333586) and Northgate (CB) Limited (company number 7233528).

"Original Note Holder" means The Prudential Insurance Company of America, Prudential Retirement Insurance and Annuity Company, Gibraltar Life Insurance Co Ltd., Chase Nominees Ltd A/C 74619, The Prudential Assurance Company Limited, The Variable Annuity Life Insurance Company, The United States Life Insurance Company in the City of New York, Merit Life Insurance Co, Principal Life Insurance Company, Allstate Insurance Company, The Guardian Life Insurance Company of America, United of Omaha Life Insurance Company, Mutual of Omaha Insurance Company, Assurity Life Insurance Company, Modern Woodmen of America, Teachers Insurance and Annuity Association of America and The Travelers Indemnity Company.

"Original Supplemental Lender" means The Royal Bank of Scotland plc.

"Party" means a party to the Intercreditor Agreement.

"Payment" means, in respect of any Liabilities (or any other liabilities or obligations), a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations).

"Primary Creditor" means the Bank Lenders, Hedge Counterparties, M&G Debt Lenders and the Note Holders

"Receiver" means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements

"Resignation Letter" means a letter substantially in the form set out in schedule 8 (*Form of Resignation Letter*) of the Bank Facilities Agreement.

"Revolving Facilities" means Facility C and Facility D

MG01 - continuation page

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>"Second Amendment Letters" means the side letters dated on or about 15 December 2009, entered into between the Company and the Agent amending the Bank Facilities Agreement and the Intercreditor Agreement together with the side letter dated on or about 11 December 2009 made between the Company and certain Note Holders amending the Note Purchase Agreement and the Intercreditor Agreement</p> <p>"Second Debenture Supplemental Deed" means the Supplemental Deed.</p> <p>"Second Note Amendment Agreement" means the second amended and restated note purchase agreement dated 19 April 2011 and made between the Company and the Note Holders amending the Note Purchase Agreement (as then in effect).</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate and each of the Agents, the Arrangers, the Ancillary Lenders, the Supplemental Lenders and each Primary Creditor from time to time but, in the case of an Agent, an Arranger or each Primary Creditor, only if it is a party to the Intercreditor Agreement or (in the case of an Agent or a Primary Creditor) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 16.8 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.</p> <p>"Security Asset" means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture</p> <p>"Security Documents" means</p> <p>(a) each of the Transaction Security Documents;</p> <p>(b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Liabilities; and</p> <p>(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="308 376 1037 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="308 526 1508 689">"Security Period" means the period starting on the Effective Date and ending on the date on which the Security Trustee is satisfied that all the liabilities of the Debtors under each Debt Document are irrevocably discharged in full and no Secured Party has any commitment or liability, whether present or future, actual or contingent, in relation to the Facilities or the Notes as the case may be.</p> <p data-bbox="308 723 1508 831">"Selection Notice" means a notice substantially in the form set out in part 2 of schedule 3 (<i>Requests</i>) of the Bank Facilities Agreement given in accordance with clause 13 (<i>Interest Periods</i>) of the Bank Facilities Agreement in relation to a Term Facility.</p> <p data-bbox="308 864 1374 893">"Shares" means all shares held by the Chargor in its Subsidiaries.</p> <p data-bbox="308 927 1508 1003">"Short Term Leases" means each property set out in part 4 of schedule 2 (<i>Short Leaseholds</i>) of the Supplemental Deed (as further detailed at part 3 of Schedule 1 below)</p> <p data-bbox="308 1037 1508 1090">"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p data-bbox="308 1124 1508 1232">"Supplemental Facilities" means the standby letter of credit, payment systems, credit card and cheque negotiation facilities provided by a Supplemental Lender from time to time up to an aggregate maximum amount of £4,350,000 (or its equivalent in other currencies).</p> <p data-bbox="308 1265 1508 1344">"Supplemental Facility Agreements" means the agreements documenting the Supplemental Facilities together with any guarantee thereof permitted under the Bank Facilities Agreement and the Intercreditor Agreement.</p> <p data-bbox="308 1377 1508 1485">"Supplemental Lenders" means each Original Supplemental Lender and each person which accedes to the Intercreditor Agreement as a Supplemental Lender by executing a Creditor/Agent Accession Undertaking (for so long as it makes a Supplemental Facility available to a Debtor)</p> <p data-bbox="308 1518 1066 1547">"Term Facility" means Facility A or Facility B.</p> <p data-bbox="308 1581 1508 1657">"Trade Mark" means each United Kingdom registered trade mark described in schedule 5 (<i>Trade Marks</i>) of the Supplemental Deed (as further detailed at schedule 4 below)</p> <p data-bbox="308 1691 1508 1742">"Trade Mark Chargor" means a Charging Entity that owns Trade Mark Property</p>

MG01 - continuation page

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

"Trade Mark Property" means

(a) all Trade Marks,

(b) any goodwill of the Chargor's business to which any Trade Mark relates, and

(c) any other right which may arise from, relate to, or be associated with any Trade mark or, in either case, its use in the Chargor's business

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Transaction Security Documents.

"Transaction Security Documents" means each document entered into by any Group Company creating or expressed to create, evidencing or granting any Security in favour of the Secured Parties (or any of them) over all or any part of its assets in respect of the liabilities of any Group Company to the Secured Parties under or pursuant to any of the Debt Documents, each in form and substance satisfactory to the Security Trustee

"Transfer Certificate" means a certificate substantially in the form set out in schedule 5 (*Form of Transfer Certificate*) of the Bank Facilities Agreement or any other form agreed between the Agent and the Company.

"Utilisation Request" means a notice substantially in the relevant form set out in part 1 schedule 3 (*Requests and Notices*) of the Bank Facilities Agreement

"Vehicles" means the vehicles owned by the Group as inventory which are or have been available for hire by customers

"Vehicle Contracts" means any contracts entered into by the Chargor with a third party, relating to the hire, purchase and/or sale of Vehicles

SCHEDULE 1: LAND CHARGED

Part 1: Freehold Land

Name of Chargor	Location	Address	Title Number
Northgate Vehicle Hire Ltd	Bolton	Lostock Lane Lostock Bolton Lancashire BL6 4BL	LA248971
Northgate Vehicle Hire Ltd	Broxburn	Clifton View East Mains Industrial Estate Broxburn West Lothian EH52 5NE	WLN38531

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Chesterfield	Whittington Road Barrow Hill Chesterfield Derbyshire S43 2PW	DY338753
Northgate Vehicle Hire Ltd	Colchester	Clacton Road Frating Colchester Essex CO7 7DW	EX662797
Northgate Vehicle Hire Ltd	Cannock	2 Walkmill Lane Bridgtown Cannock Staffordshire WS11 0XA	SF260774 & SF378993
Northgate Vehicle Hire Ltd	Croydon	Norflex House Anchor Business Park 102 Beddington Lane Croydon Surrey CR0 4YX	SGL613342
Northgate plc	Darlington	Norflex House 20 Allington Way Darlington DL1 4DY	DU 244699
Northgate Vehicle Hire Ltd	Darlington	23 Allington Way Yarm Road Business Park Darlington DL1 4QB	DU144533
Northgate Vehicle Hire Ltd	Darlington	24 Allington Way Darlington DL1 4QB	DU239665 (Part)
Northgate Vehicle Hire Ltd	Doncaster	Windsor Service Station Warmsworth Road Balby Doncaster DN4 0RR	SYK438115
Northgate Vehicle Hire (Ireland) Ltd	Dublin	The Norflex Centre 38 Rosemount Business Park Ballycoolin, Dublin 11 Ireland	122247F & 132063F
Northgate Vehicle Hire Ltd	Exeter	5 Leigham Business Units Silverton Road Matford Park Exeter EX2 8HY	DN497863

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Great Billing	The Causeway Great Billing Northampton NN3 9EX	NN189754
Northgate Vehicle Hire Ltd	Grimsby	352-366 Cleethorpe Road Grimsby North East Lincolnshire DN31 3DH	HS199536
Northgate Vehicle Hire Ltd	Ipswich	Europa Way Eastway Business Park Ipswich Suffolk IP1 5DL	SK204445
Northgate Vehicle Hire Ltd	Kidderminster	Stourport Road Kidderminster Worcestershire DY11 7QL	HW184636 & WR88212
Northgate Vehicle Hire Ltd	Milton Keynes	Burners Lane South Kiln Farm Milton Keynes MK11 3LT	BM272482
Northgate Vehicle Hire Ltd	Portsmouth	Dundas Spur Blueprint Industrial Estate Portsmouth PO3 5QA	PM548
Northgate Vehicle Hire Ltd	Reading	Deacon Way Tilehurst Reading RG30 6AZ	BK288270 & BK395288
Northgate Vehicle Hire Ltd	Snodland	Mid Kent Business Park Snodland Kent ME6 5UA	K777180
Northgate Vehicle Hire Ltd	Stirling	Springkerse Road Springkerse Industrial Estate Stirling FK7 7SN	STG21659
Northgate Vehicle Hire Ltd	Stockton on Tees	Bowesfield Crescent Bowesfield Riverside Industrial Estate Stockton on Tees TS18 3BL	CE114005

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Stockton on Tees	Portack Grange Road Stockton on Tees TS18 2PH	TES12660
Northgate Vehicle Hire Ltd	Wakefield	675 Leeds Road Wakefield West Yorkshire WF1 2LU	
Northgate Vehicle Hire Ltd	Willenhall	The Crescent Willenhall West Midlands WV13 2QR	WM660731

Part 2: Long Leasehold

Name of Chargor	Location	Address	Title Number	Lease Start	Lease End
Northgate Vehicle Hire Ltd	Aberdeen	Unit 3B Tyseal Base Craigshaw Crescent West Tullos Industrial Estate Aberdeen AB12 3AW		29/06/2001	28/06/2011
Northgate Vehicle Hire Ltd	Aldershot	North Close Aldershot Hampshire GU12 4DF	HP599507	31/01/2003	31/01/2013
Northgate Vehicle Hire Ltd	Andover	The Portway Stadium West Portway Industrial Estate, Andover Hampshire SP10 3LF	HP649591	22/09/2004	21/09/2014
Northgate Vehicle Hire Ltd	Banbury	Target House Thorpe Way Banbury Oxon OX16 4TA	ON168360	01/10/2002	30/09/2012
Northgate Vehicle Hire Ltd	Banbury	5c Thorpe Way Banbury Oxon OX16 8XR	ON166083	01/10/2002	30/09/2012

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Barking	Long Reach Road Barking Essex IG11 0JN	EGL426134	09/12/2002	08/12/2017
Northgate Vehicle Hire Ltd	Birmingham	1177 Coventry Road Hay Mills Birmingham B25 8DF	WM923855	29/01/2008	30/09/2021
Northgate Vehicle Hire Ltd	Blaydon	Chainbridge Road Blaydon Tyne & Wear NE21 5ST	TY323400	22/02/2002	21/02/2017
Northgate Vehicle Hire Ltd	Bridlington	Lancaster Road Carnaby Industrial Estate Carnaby Bridlington YO15 3QY	YEA48771	01/10/2006	30/09/2016
Northgate Vehicle Hire Ltd	Bridlington	Lancaster Road Compound Carnaby Industrial Estate Carnaby Bridlington YO15 3QY	YEA50148	20/04/2007	19/04/2017
Northgate Vehicle Hire Ltd	Bristol	Fourth Way Avonmouth Bristol BS11 8DL	AV98962	01/11/1984	31/10/2109
Northgate Vehicle Hire Ltd	Bristol	Jubilee Way Off Third Way Avonmouth Bristol BS11 9YS	BL78886	01/09/2003	31/08/2018
Northgate Vehicle Hire Ltd	Cardiff	Lamby Way Rumney Cardiff South Glamorgan CF3 2EQ	CYM64643	25/03/1981	21/03/2080
Northgate Vehicle Hire Ltd	Derby	Chester Park Alfreton Road Derby DE21 4AS	DY259135	26/08/1994	29/09/2050

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Egham	Beta Way, Crabtree Road Industrial Estate Egham Surrey TW20 8RX	SY754795 (10) SY755027 (11)	24/03/2006	23/03/2026
Northgate Vehicle Hire Ltd	Gateshead	Suite 3 First Floor Mayflower House 5 th Avenue Business Park Team Valley Trading Estate Gateshead NE11 0SD	TY399696	28/06/2006	27/06/2016
Northgate Vehicle Hire Ltd	Glasgow	6 Carmaben Road, Easter Queenslie Industrial Estate Glasgow G33 4UN	GLA173125	04/12/1978	03/12/2077
Northgate Vehicle Hire Ltd	Grantham	Unit 1 Occupation Lane Gonerly Moor Grantham	LL318850	***	***
Northgate Vehicle Hire Ltd	Huddersfield	Red Doles Lane Off Leeds Road Huddersfield HD2 1YF	WYK583205	25/03/2001	24/03/2016
Northgate Vehicle Hire Ltd	Hull	Norflex House Wiltshire Road Hull HU4 6PA	HS246099	16/06/1997	15/06/2012
Northgate Vehicle Hire Ltd	Hull	Wiltshire Road Hull HU4 6PA		22/12/2004	15/06/2012
Northgate Vehicle Hire Ltd	Huntingdon	Blackstone Road Stukeley Meadows Industrial Estate Huntingdon PE29 6EF	CB110881	01/04/2004	04/04/2014

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Kings Lynn	North Street Kings Lynn PE30 1QR	NK146195	01/01/1998	31/12/2012
Northgate Vehicle Hire Ltd	Knowsley	Kitling Road Knowsley Business Park Prescot Knowsley L34 9JA	MS105979	12/08/1978	11/08/2077
Northgate Vehicle Hire Ltd	Leeds	Richardshaw Road Grangefield Industrial Estate Pudsey Leeds LS28 6QW	WYK858708	01/10/2001	30/09/2011
Northgate Vehicle Hire Ltd	Leicester	200 Aylestone Road Leicester LE2 7LF	LT55767	10/05/1972	09/05/2017
Northgate Vehicle Hire Ltd	Lincoln	Gateway Park Newark Road Lincoln LN6 9UJ	LL175490	01/11/2009	31/10/2019
Northgate Vehicle Hire Ltd	Lincoln	Unit 11 Newark Road Industrial Estate Clayton Road Lincoln LN5 8RE	LL36444	20/06/1986	19/06/2011
Northgate Vehicle Hire Ltd	Newark	Northern Road Newark Nottinghamshire NG24 2EU	NT207784	15/12/1986	14/12/2011
Northgate Vehicle Hire Ltd	Newmains	85 Main Street Newmains Wishaw Scotland ML2 9BG	LAN73208	07/03/2008	06/03/2018
Northgate Vehicle Hire Ltd	Newtownabbey	Land at Hightown Avenue Mallusk Newtownabbey Co Antrim	AN11152L	01/08/2010	31/07/2020

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Ltd	Norwich	Anson Road Airport Industrial Estate Norwich NR6 6ED	NK29232	01/03/1968	28/02/2028
Northgate Vehicle Hire Ltd	Nottingham	Bridge Avenue Chilwell Nottingham NG9 4BF	NT415899 and NT415861	21/11/2005	05/04/2021
Northgate Vehicle Hire Ltd	Oxford	Unit 7 North Hinskey Lane Botley Oxford OX2 0NR		13/11/2001	12/11/2011
Northgate Vehicle Hire Ltd	Plymouth	Armada Works Emma Place Plymouth PL1 3QT	DN141827, DN234363 & DN234364	24/06/1952	23/06/2051
Northgate Vehicle Hire Ltd	Plymouth	Eagle Road Langage Business Park Plympton Plymouth PL7 5JY		23/04/2002	22/04/2017
Northgate Vehicle Hire Ltd	Rochdale	Eagle Technology Park Eagle Way Off Queensway Rochdale OL11 1TQ	GM533361	25/03/1990	24/03/2989
Northgate Vehicle Hire Ltd	Runcorn	Picow Farm Road Runcorn Cheshire WA7 4JB	CH411698	01/05/1997	30/04/2022
Northgate Vehicle Hire Ltd	Scunthorpe	43 Normanby Road Scunthorpe DN15 6AL	HS198825	18/05/1990	17/05/2115
Northgate Vehicle Hire Ltd	Sheffield	Norflex House Sheffield Airport Business Park, Europa Link Sheffield South Yorkshire S9 1XU	SYK368427	24/05/1999	23/05/2014

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Ltd	Southampton	Lower William Street Northam Southampton Hants SO14 5QE	HP636523	20/10/2003	19/10/2018
Northgate Vehicle Hire Ltd	Stockport	Pear Mill Industrial Estate Stockport Road West Bredbury Stockport SK6 2BP	MAN94870	25/07/2007	24/07/2017
Northgate Vehicle Hire Ltd	Stoke on Trent	Winghay Close Off Cross Street Longbridge Hayes Stoke on Trent ST6 4DU	SF262083 and SF360643	01/03/2000	28/02/2015
Northgate Vehicle Hire Ltd	Swansea	Unit 6c Lion Way Swansea Enterprise Park Swansea SA7 9FB	WA292152	24/06/1984	23/06/2109
Northgate Vehicle Hire Ltd	Swindon	Norflex House Britannia Business Park Radway Road Swindon SN3 4ND	WT284157	30/01/2003	29/01/2018
Northgate Vehicle Hire Ltd	Wallsend	Potter Street Willington Quay Wallsend Tyne & Wear NE28 6TZ	TY297020	01/02/2003	31/01/2013
Northgate Vehicle Hire Ltd	Waltham Cross	New Ford Road Waltham Cross HertfordshireEN 8 7PD	HD507776	01/09/2010	31/08/2020
Northgate Vehicle Hire Ltd	Warrington	Athlone Road Winwick Warrington WA2 8JJ	LA336095	09/09/1964	08/09/2063

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Warwick	Unit 2 15 Lock Lane Off Millers Lane Warwick CV34 5AG	WK454315	09/04/2009	30/06/2018
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*** = Currently occupying property under Agreement for Lease Term agreed for 10 years with break option at year 5 only

Part 3: Short Leasehold

Name of Chargor	Location	Address	Title Number	Lease Start	Lease End
Northgate Vehicle Hire Ltd	Aylesbury	Gatehouse Way Aylesbury Bucks HP19 3DB		01/03/2010	28/02/2014
Northgate Vehicle Hire Ltd	Birmingham	Armoury Road Small Heath Birmingham B11 2RJ		01/05/2005	30/04/2010
Northgate Vehicle Hire Ltd	Bridlington	Unit B, Lancaster Road Carnaby Industrial Estate Carnaby Bridlington YO15 3QY		05/04/2011	30/09/2016
Northgate Vehicle Hire Ltd	Bury St Edmonds	Eastern Way Industrial Estate Bury St Edmonds Suffolk IP32 7AD		09/08/2007	08/08/2012
Northgate Vehicle Hire Ltd	Chelmsford	Brockley Road Off Navigation Road Chelmsford Essex CM2 6HQ		05/09/2005	04/09/2011

MG01 - continuation page

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

Northgate Vehicle Hire Ltd	Coventry	Unit 2c Grovelands Industrial Estate Longford Road Coventry CV7 9NE		20/06/2006	19/06/2011
Northgate Vehicle Hire Ltd	Crawley	Stephenson Place Crawley West Sussex RH10 1TL		01/10/2007	30/09/2012
Northgate Vehicle Hire Ltd	Folkestone	Folkestone West Station Shorncliffe Road Folkestone Kent CT20 3PA		24/06/2006	Periodic Tenancy 6 months notice
Northgate Vehicle Hire Ltd	Grantham	372-374 Harlaxton Road Grantham Lincolnshire NG31 7JX		01/10/2006	30/09/2011
Northgate Vehicle Hire Ltd	Kendal	75 Appleby Road Kendal Cumbria LA9 6HE		01/03/2010	28/02/2014
Northgate Vehicle Hire Ltd	Leeds	Richardshaw Road Grangefield Industrial Estate Pudsey Leeds LS28 6QW		23/12/2008	10/01/2012
Northgate Vehicle Hire Ltd	Leicester	50 St Ives Road Leicester LE4 9FN		21/05/2009	20/05/2014
Northgate Vehicle Hire Ltd	Newark	Mayden House Long Bennington Business Park, Main Road Long Bennington Newark Notts NG23 5DJ		14/05/2010	13/05/2013

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Ltd	Plymouth	Armada Works Emma Place Plymouth PL1 3QT		29/09/2008	28/09/2013
Northgate Vehicle Hire Ltd	Telford	Unit 1A Halesfield 5 Telford Shropshire TF7 4QJ		22/05/2002	21/05/2007
Northgate Vehicle Hire Ltd	Wilton	Main Transport Offices PO Box 54 Enron Wilton Cleveland TS90 8TA		01/02/2009	31/01/2012

SCHEDULE 2: SHARES

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Northgate plc	Northgate (Europe) Limited	2 Ordinary Shares of £1	
Northgate plc	Northgate Vehicle Hire Limited	20,000,000 Ordinary Shares of £1	
Northgate plc	Northgate (TM) Limited	25,000,002 Ordinary Shares of £1	
Northgate plc	Weaverton Limited	4,000,000 Ordinary Shares of £1	
Northgate plc	Northgate S L	€3,010 (301 Ordinary Shares of €10 each)	
Northgate plc	Northgate (AVR) Limited	182,645 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (Home Counties) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Acorn Self Drive Ltd	40,000 Ordinary Shares of £1	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Limited	Adrian Truck Hire Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Anchor Vehicle Hire Ltd	100 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (East Anglia) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Autorentals (Cleveland) Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Beeston Van Hire Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (NI) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (SW &W) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Caledonian Self Drive Ltd	1,000 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Canttrux Vehicle Hire Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Cymru Vehicle Hire Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Daman Vehicle Rental Ltd	490 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (South) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Don Valley Self Drive Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (East Midlands) Ltd	100 Ordinary Shares of £1	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Limited	Northgate Vehicle Hire (North West) Ltd	150,002 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Fleet Technique Ltd	30,002 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Foley Self Drive Ltd	200,000 Preference Shares 10,000 Ordinary Shares	
Northgate Vehicle Hire Limited	Goode Durrant Administration Ltd	707,500 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	GPS (Body Repairs) Ltd	100 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	GWR Vehicle Hire Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Hampsons Self Drive Hire Ltd	1,000 Ordinary "A" Shares of £1 and 100 Ordinary "B" Shares of £1	
Northgate Vehicle Hire Limited	Imperial Self Drive Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	John Nixon (Vehicle Hire) Ltd	4,000 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Lancashire Vehicle Rental Ltd	458 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Lothian Self Drive Ltd	100 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	LVR Rental Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (Yorkshire & Humber) Ltd	100 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Maincrest Vehicle Hire Ltd	100,000 Ordinary Shares of £1	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Limited	Mercia Vehicle Hire Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (South East) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Mobility Car & Van Hire Ltd	75,000 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Noble Vehicle Hire Ltd	203,292 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Norfleet Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Central Reservations Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Rental Ltd	100 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Sales Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Solutions Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	NTR Vehicle Rental Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Orbital Self Drive Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Orchard Self Drive Ltd	100 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Sigma Self Drive Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Signal Vehicle Hire Ltd	1 Ordinary Share of £1	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Northgate Vehicle Hire Limited	Solent Self Drive Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (West Midlands) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Strathclyde Self Drive Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (Scot & NI) Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Target Vehicle Hire Ltd	37,500 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Transline Vehicle Hire Ltd	1,000 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Northgate Vehicle Hire (North East) Ltd	39,000 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	Trident Vehicle Hire Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Trukvan Rental Ltd	2 Ordinary Shares of £1	
Northgate Vehicle Hire Limited	UK Vehicle Rental Ltd	1 Ordinary Share of £1	
Northgate Vehicle Hire Limited	Vickers (Northern) Ltd	50,000 Ordinary Shares of £1	
Northgate (Europe) Ltd	Northgate (CB) Limited	500,278,663 Ordinary Shares of £1	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

SCHEDULE 3: ACCOUNTS

Name of Chargor	Account bank	Sort code	Account number
Northgate plc	The Royal Bank of Scotland plc	16-17-31	10045370
Northgate plc 3 5	The Royal Bank of Scotland plc	16-17-31	10045419
Northgate plc Div1	The Royal Bank of Scotland plc	16-17-31	10045427
Northgate Vehicle Sales Ltd	The Royal Bank of Scotland plc	16-17-31	12072499
Northgate Vehicle Solutions Ltd	The Royal Bank of Scotland plc	16-17-31	10032848
Northgate Vehicle Hire Ltd	The Royal Bank of Scotland plc	16-17-31	12072618
Northgate Vehicle Hire Ltd SIBA account	The Royal Bank of Scotland plc	16-17-31	10141582
Northgate plc SIBA	The Royal Bank of Scotland plc	16-17-31	10122774
Northgate plc	The Royal Bank of Scotland plc	16-17-31	10180774
Northgate plc NORTHG-EURC	The Royal Bank of Scotland plc	16-10-85	10063541
Northgate plc NORTHG-USDC	The Royal Bank of Scotland plc	16-63-00	00430653
Northgate plc	Barclays Bank PLC	20-19-90	60177652
Northgate plc	Barclays Bank PLC	20-19-90	66676566
Northgate Vehicle Hire Ltd	Clydesdale Bank PLC	82-45-05	80447371
Northgate plc	HSBC Bank plc	40-34-18	22576856
Northgate plc	HSBC Bank plc	40-05-15	67120427
Northgate Europe	HSBC Bank plc	40-34-18	82736861
Northgate Europe	HSBC Bank plc	40-05-15	67149461
Northgate Vehicle Hire Ltd	HSBC Bank plc	40-34-18	92739798
Northgate Vehicle Hire Ltd	HSBC Bank plc	40-34-18	67180066

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

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Short particulars

Northgate plc	National Australia Bank	82-45-05	00427149
Northgate TM	The Royal Bank of Scotland plc	16-17-31 Swift code BARCUS33	10145677
Northgate plc (New York)	Barclays Bank PLC	ABA routing number 026002574	050-70208-4
Northgate plc NORTHG-EUR1	The Royal Bank of Scotland plc	16-10-85	10093378
Northgate (CB) Ltd NORTCB-EURC	The Royal Bank of Scotland plc	16-10-85	10099031
Northgate (Europe) Ltd NOREUR-EURC	The Royal Bank of Scotland plc	16-10-85	10087785
Northgate plc NORTH-USDA	The Royal Bank of Scotland plc	16-63-00	00571044
Northgate plc NORTHG-USDAI	The Royal Bank of Scotland plc	16-63-00	00571052
Northgate (TM) Ltd	HSBC Bank plc	40-34-13	42790610
Northgate plc	Lloyds TSB Bank plc	30-92-52	0228644
Northgate (CB) Ltd	The Royal Bank of Scotland plc	16-17-31	10191725
Northgate (Europe) Ltd	The Royal Bank of Scotland plc	16-17-31	10138603
Northgate Vehicle Hire (Ireland) Ltd	Allied Irish Bank	93-13-65	33219036
Northgate Vehicle Hire (Ireland) Ltd	Allied Irish Bank	93-13-65	33219382

SCHEDULE 4: TRADE MARKS

Proprietor	Trade Mark	Class(es)	Registration number
Northgate plc	Fleet Dynamix	N/A	unregistered

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 53171
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND SUPPLEMENTAL DEED,
SUPPLEMENTAL TO A DEBENTURE DATED 10 JULY 2009 AND
DATED 28 APRIL 2011 AND CREATED BY NORTHGATE PLC
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY MEMBER OF THE GROUP AND ANY DEBTOR TO ANY
SECURED 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 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES