

## 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

156013 / 13.

00072544

Name of company

\* THE BRITISH CAR AUCTION GROUP LIMITED (the "Pledgor") ✓

Date of creation of the charge

20 November 2006 ✓

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

PLEDGE OF QUOTAS dated 20 November 2006 between, amongst others, the Pledgor and the Security Agent (the "Deed of Pledge")

Amount secured by the mortgage or charge

All the obligations and liabilities deriving as at 20 November 2006, or that could derive thereafter in respect to the Obligors under the Credit Agreement and/or the Senior Finance Documents, including, without limitation, the principal, ordinary interest, default interest, commissions, costs, expenses and any other costs and obligations of the Borrower under the Credit Agreement, including those arising from the acceleration of amounts due or the termination of the Credit Agreement or any Senior Finance Document (the "Secured Obligations").

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, Floor 3, 2 1/2 Devonshire Square, London, (the "Security Agent")

Postcode EC2M 4XJ

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

Ashurst  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

EZD/R546.00683.4166015

Time critical reference

checked by Phil.

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



A07

"A1LAEL9E"

11/12/2006

196

COMPANIES HOUSE

## 1. CREATION OF PLEDGES OVER QUOTAS

### 1.1 Creation of First Ranking Pledge:

As security of full and punctual fulfilment of the Secured Obligations, and without prejudice to the general liability of the Obligors arising from its obligations under the Credit Agreement, that which shall not be in any way limited by the creation of the Pledge, the Pledgor, by means of the Pledge, has created an in rem first rank pledge right over the Quotas it holds in favour of the Secured Parties (each of such pledge rights a "Pledge" and jointly the "Pledges").

## 2. OBLIGATIONS OF THE PLEDGOR

2.1 The Pledgor shall not, without the prior express written consent of the Security Agent, transfer, sell, encumber, exchange, amortise, assign or in any other manner dispose of all or part of the Quotas until the Secured Obligations have been fully complied with and the Pledges have been cancelled.

2.2 The Pledgor shall not cause or permit the carrying out of any action that in any manner harms any of the Pledges or the rights of the Secured Parties under the Deed of Pledge. In particular, but without limitation, while the Pledge is in force the Pledgor has unconditionally and irrevocably undertaken to:

Continued on Addendum 4/4

Please do not  
write in  
this margin

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

95

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Ashurst*

Date

8/12/06

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)

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

## 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

†delete as  
appropriate

Name of company

\*insert full name  
of Company

\* THE BRITISH CAR AUCTION GROUP LIMITED (the "Pledgor")

## 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)

NOTE.

In this form:

"Borrower" means an Original Borrower (as defined in the Credit Agreement) or an Additional Borrower (as defined in the Credit Agreement) unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement and, in respect of an Ancillary Facility (as defined in the Credit Agreement) only, any Affiliate (as defined in the credit Agreement) of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender (as defined in the Credit Agreement) pursuant to the provisions of clause 9.9 (Affiliates of Borrowers) of the Credit Agreement;

"Company" means BCA ESPAÑA AUTOSUBASTAS DE VEHÍCULOS, S.L., a company validly incorporated and registered under the laws of Spain;

"Credit Agreement" means the senior facilities agreement dated 18 September 2006 and restated on 20 October 2006 and 20 November 2006 between, amongst others, The Royal Bank of Scotland plc as Mandated Lead Arranger, Facility Agent and Security Agent, Falcon Bidco Limited as the Borrower and Falcon Opholdco Limited as the Parent;

"Facility Agent" means The Royal Bank of Scotland plc;

"Guarantor" means an Original Guarantor (as defined in the Credit Agreement) or an Additional Guarantor (as defined in the Credit Agreement) unless it has ceased to be a Guranator in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement;

"Obligor" means a Borrower, a Pledgor or a Guarantor;

"Parent" means Falcon Opholdco Limited a company incorporated in the Cayman Islands;

"Quotas" means (i) seventy-one thousand seven hundred and sixty-one (71,761) quotas, of 10 Euros par value each, numbered from 21,601 to 36,000 and from 122,005 to 179,365, all inclusive, with the same rights and obligations, free from any liens or encumbrances (the "GGrupo Quotas"); (ii) eighty-six thousand and five (86,005) quotas, of 10 Euros par value each, numbered 1 and from 36,001 to 122,004, all inclusive, with the same rights and obligations, free from any liens or encumbrances (the "Car Auctions Limited Quotas"); and (iii) twenty-one thousand five hundred and ninety-nine (21,599) quotas, of 10 Euros par value each, numbered from 2 to 21,600, all inclusive, with the same rights and obligations, free from any liens or encumbrances (the "BCA BV Quotas") and, together with the GGrupo Quotas and the Car Auctions Limited Quotas, the "Quotas" and each, a "Quota");

"Secured Parties" means the Security Agent, in the capacity in which he acts and the Senior Finance Parties (as defined in the Credit Agreement) their respective successors and assignees or transferees;

"Senior Finance Document" means the Credit Agreement, the Mandate Letter, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (as all such terms are defined in the Credit Agreement) and any other document designated as a "Senior Finance Document" by the Parent and the Facility Agent;

Company number

00072544

Name of company

\*insert full name  
of Company

\* THE BRITISH CAR AUCTION GROUP LIMITED (the "Pledgor")

Addendum 3/4

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

Addendum 4/4

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

(a) execute and deliver, or cause execution and delivery of, any and all documents necessary to create, perfect, preserve, validate or in any other manner protect the Pledges, as well as the priority and rank of the same and and the allocation on the Secured Parties in the by-laws of the Company of the exercise of the political rights.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00072544

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE OF QUOTAS DATED THE 20th NOVEMBER 2006 AND CREATED BY THE BRITISH CAR AUCTION GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE OBLIGORS AND THE BORROWER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th DECEMBER 2006.

A handwritten signature in dark ink, appearing to be 'R. G.' or similar.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES