

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not  
write in  
this margin

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

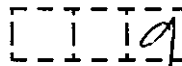
\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



72544

Name of company

\* THE BRITISH CAR AUCTION GROUP LIMITED

Date of creation of the charge

10 August 2005 18 August 2005.

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

A standard Security which was presented for registration in Scotland on 10 August 2005 and.

Amount secured by the mortgage or charge

All obligations the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities provided that neither such covenant nor the security constituted by the Charge shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

See Schedule attached to this Form 395 for definitions

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

HSBC Bank plc of 8 Canada Square, London as security trustee ("the Security Trustee") for the Secured Parties (as defined in the Schedule attached hereto).

Postcode E15 5HQ

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

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

JAF.H10137.1011

Time critical reference

For official Use (02/00)

Mortgage Section



A41 0169  
COMPANIES HOUSE 18/09/04  
SCT 8GNTA7X1 0540  
COMPANIES HOUSE 18/08/05

Short particulars of all the property mortgaged or charged

ALL and WHOLE the tenant's interest under a Lease between The Royal Highland and Agricultural Society of Scotland and British Car Auction Group plc with the consent of Auto Auctions (Scotland) Limited dated Sixteenth and Thirtieth November and recorded in the General Register of Sasines for the County of Midlothian on Twelfth December, both months in the year Nineteen hundred and eighty three of ALL and WHOLE that area of ground at Ingliston in the County of Midlothian outlined in red and blue on the plan annexed and executed as relative to the said Lease together with the whole buildings erected thereon and with access thereto only from the adjoining public road known as Ingliston Road.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Joyce Fene for Todd Murray LLP Date 18 August 2005

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

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

### **Definitions**

In this form 395:

**"Accession Letter"** means a document substantially in the form set out in Schedule 6 of the Facility Agreement;

**"Agent"** means HSBC Bank plc in its capacity as agent for and on behalf of the Finance Parties;

**"Ancillary Facilities "** means any ancillary facilities provided by the Overdraft Bank to an Obligor and including, without limitation, arising under a performance guarantee in the maximum aggregate amount of €3,000,000 issued or to be issued in relation to the obligations of any Subsidiary of BCA Holdings Limited incorporated in France;

**"Ancillary Facilities Documents"** means any documents or agreements under or pursuant to which any of the Ancillary Facilities are provided (and any counter-indemnities or other obligations entered into by any Obligor in connection therewith);

**"Arranger"** means HSBC Bank plc;

**"Debenture"** means the debenture dated 5<sup>th</sup> August 2005 by each of the Obligors in favour of the Security Trustee;

**"Facility Agreement"** means the facility agreement dated 5<sup>th</sup> August 2005 made between *inter alia* BCA Holdings Limited, the companies listed therein (including the Company), HSBC Bank plc as Arranger, Agent, Original Lender and Overdraft Bank as amended, varied, novated, or supplemented from time to time;

**"Fee Letter"** means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and BCA Holdings Limited setting out any fees referred to in the Facility Agreement;

**"Finance Documents"** means the Facility Agreement, the Intercreditor Deed, the Security Documents, any Fee Letter, any Accession Letter, any Resignation Letter, the Overdraft Facility Agreement, any Hedging Agreement, the Ancillary Facilities Documents, the Syndication Letter (as such terms are defined herein or in the Facility Agreement) and any other document designated a **"Finance Document"** by the Agent and BCA Holdings Limited;

**"Finance Parties"** means the Agent, the Arranger, a Lender or the Security Trustee;

**"Group"** means BCA Holdings Limited and its subsidiary undertakings (within the meaning of section 258 of the Companies Act 1985) for the time being;

**"Hedge Counterparty"** means any Lender which has entered into a Hedging Agreement;

**"Hedging Agreement"** means each of the agreements entered into or to be entered into between BCA Holdings Limited and a Hedge Counterparty for the purpose of hedging interest rate liabilities pursuant to Clause 23.20 of the Facility Agreement;

**“Intercreditor Deed”** means the intercreditor deed dated on or about the date of the Facility Agreement and made between, among others, the Agent, the Security Trustee, the Lenders, the Overdraft Bank and the Hedge Counterparties;

**“Lender”** means

- (a) HSBC Bank plc; or
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 25 of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement in accordance with its terms;

**“Mortgage”** means a mortgage or charge in respect of Mortgaged Property situated in England or Wales;

**“Mortgaged Property”** means:

- (a) any present or future freehold, heritable, leasehold or immovable property in which any Obligor has an interest (including, without limitation, any heritable property situated in Scotland which is subject to any Standard Security), and
- (b) any buildings, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, heritable or leasehold property,

and includes all Related Rights.

**“Obligor”** means a Borrower or a Guarantor (as defined in the Facility Agreement) and includes the Company;

**“Overdraft Bank”** means HSBC Bank plc;

**“Overdraft Facility Agreement”** means the overdraft agreement dated on or about the date of the Facility Agreement between *inter alia* the Overdraft Bank and British Car Auctions Limited and any subsequent overdraft agreement which replaces or refinances such overdraft agreement;

**“Related Rights”** means, in relation to any asset,

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**“Resignation Letter”** means a letter substantially in the form set out in Schedule 7 of the Facility Agreement;

**“Security ”** means a mortgage, standard security, assignment, assignation, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Secured Parties”** means the Security Trustee, any Receiver, the Agent, each Hedge Counterparty, the Overdraft Bank and each Lender from time to time party to the Facility Agreement provided that in the case of the Agent and Lenders such person is party to or has acceded to the Intercreditor Deed in accordance with its terms;

**“Security Documents”** means each of the following documents in agreed form delivered to the Agent in accordance with the Facility Agreement:

- (a) the Debenture;
- (b) each Mortgage;
- (c) the Standard Securities;

together with any other document entered into by any member of the Group creating or evidencing Security for all or any part of the obligations of the Obligors or any of them under the Finance Documents.

**“Security Trustee”** means HSBC Bank plc as trustee for the Secured Parties.

**“Standard Securities”** means standard securities (within the meaning of the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) creating in favour of the Security Trustee fixed security over heritable property situated in Scotland.

# M

## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

Company number

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

72544

\* insert full name  
of company

Name of company

\* THE BRITISH CAR AUCTION GROUP LIMITED

X We, Tods Murray LLP

of Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

§ give date and  
parties to charge

certify that the charges being a Standard Security dated 5th August 2005 granted  
by the Company in favour of HSBC Bank plc as security trustee

of which a true copy is annexed to this form was presented for registration on 10th August 2005

in [Scotland] ~~XXXXXXXXXXXX~~

† delete as  
appropriate

Signed *Joyce Femi* for Tods Murray LLP

Date 18 August 2005

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

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG  
DX ED58 Edinburgh  
JAF.H10137.1011

For official Use  
Mortgage Section

Post room

## Notes

The address for the Registrar of Companies is:-

Companies House  
Crown Way  
Cardiff  
CF14 3UZ

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 STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 10 AUGUST 2005 AND DATED THE 18th AUGUST 2005 AND CREATED BY THE BRITISH CAR AUCTION GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE OR ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER 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 18th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th AUGUST 2005.

**CANCELLED**

THIS CERTIFICATE HAS BEEN  
CANCELLED IN FAVOUR OF A NEW  
CERTIFICATE DATED

12 September 2005.

*P. Rann*  
**CANCELLED**



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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 STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 10 AUGUST 2005 AND DATED THE 5th AUGUST 2005 AND CREATED BY THE BRITISH CAR AUCTION GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY TRUSTEE OR ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER 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 18th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22th SEPTEMBER 2005 .

THIS CERTIFICATE HAS BEEN  
CANCELLED IN FAVOUR OF A NEW  
CERTIFICATE DATED

23rd September 2005.

CANCELLED



Companies House

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**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 STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 10 AUGUST 2005 AND DATED THE 5th AUGUST 2005 AND CREATED BY THE BRITISH CAR AUCTION GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC AS SECURITY TRUSTEE (THE SECURITY TRUSTEE) FOR THE SECURED PARTIES OR ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER 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 18th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd SEPTEMBER 2005 .



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —