

MG01

Particulars of a mortgage or charge



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 for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

THURSDAY



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A77

22/12/2011

#364

COMPANIES HOUSE

1

Company details

Company number

0 0 6 5 5 1 0 4

Company name in full

Maranello Concessionaires Limited (the "**Company**")

3

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

d1 d6 m1 m2 y2 y0 y1 y1

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

Debenture dated 16 December 2011 between (1) the Chargors and (2) The Royal Bank of Scotland plc (as Security Agent) (the "**Security Agent**") (the "**Debenture**")

4

Amount secured

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

Amount secured

Each Chargor has covenanted that it will on demand of the Security Agent pay and discharge any or all of the Secured Liabilities in the manner provided in the Senior Finance Documents when due pursuant to the Senior Finance Documents (as such terms are defined in the continuation pages below)

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 (as Security Agent)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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 Please see attached continuation pages

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee has charged to the Security Agent all its right, title and interest from time to time in each of the following assets -
 - 1 1 by way of first legal mortgage all Land which is described in Schedule 2 to the Debenture (as set out in Schedule 2 to this Form MG02) or in Schedule 1 to any Deed of Accession by which a Chargor becomes party to the Debenture and all other Land at the date of the Debenture vested in any Chargor,
 - 1 2 by way of first fixed charge all other Land at the date of the Debenture vested in any Chargor (to the extent not effectively charged by Clause 3 1 1 of the Debenture) and all Land acquired by any Chargor after the date of the Debenture),
 - 1 3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares,
 - 1 4 by way of first fixed charge -
 - 1 4 1 the Securities,
 - 1 4 2 the Intellectual Property,
 - 1 4 3 the Monetary Claims,
 - 1 4 4 the Fixed Plant and Equipment,
 - 1 4 5 the Loose Plant and Equipment,
 - 1 4 6 the Accounts (other than the Assigned Accounts),
 - 1 4 7 the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
 - 1 4 8 to the extent not assigned or effectively assigned by Clause 3 3 (Assignments) of the Debenture, the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and
 - 1 4 9 its present and future goodwill and uncalled capital
- 2 As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee has charged to the Security Agent by way of first floating charge the whole of such Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of such Chargor situated in Scotland
- 3 As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee has assigned absolutely in favour of the Security Agent, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest

from time to time in each of the following assets -

- 3 1 the Specific Contracts,
 - 3 2 the Insurances,
 - 3 3 the Assigned Accounts, and
 - 3 4 all rights under any agreement to which it is a party and which is not mortgaged or charged under Clause 3 1 (*Mortgages and Fixed Charges*) of the Debenture,
- together with all Related Rights in respect of such Charged Property, provided that each Chargor is entitled until the occurrence of an Event of Default to exercise all rights assigned under this Clause 3 3 (*Assignments*) of the Debenture (subject to the terms of the Secured Finance Documents) and the Security Agent will promptly reassign any such rights to the extent necessary to enable such Chargor to do so
- 4 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall hold it on trust for the Security Agent
 - 5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture
 - 6 Each Chargor has undertaken that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 24 13 (*Negative pledge*) of the Senior Facility Agreement, except as expressly permitted under the terms of the Secured Finance Documents
 - 7 Each Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by Clause 24 14 (*Disposals*) of the Senior Facility Agreement

Definitions -

"Account" means any account opened or maintained by any Chargor at any bank or financial institution

"Assigned Account" means any Account that may from time to time be agreed by the Security Agent and the Parent to be an Assigned Account

"Charged Property" means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Deed

"Chargors" means the Company and the Companies whose names and registered offices are set out in Schedule 1 (together with each company which becomes a party to the Debenture by executing a Deed of Accession, each a **"Chargor"** and together the **"Chargors"**

"Deed of Accession" means a deed substantially in the form of Schedule 5 (*Deed of Accession*) to the Debenture executed, or to be executed, by a person becoming a Chargor

"Fixed Plant and Equipment" means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures" means all things of any kind at the date of the Debenture or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

"Group" has the meaning given in the Intercreditor Deed

"Insurances" means, together with those insurance policies details of which are set out in Schedule 4 (*Details of Material Insurances*) to the Debenture (as set out in Schedule 4 to this Form MG02), or in Schedule 3 to any Deed of Accession by which a Chargor becomes a party to the Debenture, any policy of insurance or assurance

"Intellectual Property" means any of the following -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right

"Intercreditor Deed" means the intercreditor deed dated 16 December 2011 and made between (1) the Parent, (2) the Obligors, (3) the Security Agent, (4) The Royal Bank of Scotland plc as Syndicated Agent, (5) The Royal Bank Of Scotland plc (acting as agent for National Westminster Bank Plc) and BMW Financial Services (GB) Limited (as Syndicated Creditors), (6) the Bilateral Overdraft Lender, (7) the Hedge Counterparties and (8) the Ancillary Lenders

"Land" means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland

"Loose Plant and Equipment" means, in relation to each Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment

"Monetary Claims" means all book and other debts and monetary claims at the date of the Debenture or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, actual or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt

"Parent" means UAG UK Holdings Limited

"Related Rights" means in relation to any Charged Property -

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

"Secured Finance Documents" means the Senior Finance Documents and the Hedging Agreements

"Secured Finance Party" means a Syndicated Creditor or a Hedge Counterparty (each as defined in the Intercreditor Deed), as the case may be or as the context requires (together the **"Secured Finance Parties"**)

"Secured Liability" means any liability expressed to be due, owing or payable by any Chargor under or in connection with any of the Secured Finance Documents (together the **"Secured Liabilities"**)

"Securities" means all the right, title and interest of a Chargor, at the date of the Debenture or in the future, in any -

- (a) stocks, shares, bonds, deeds, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, deeds, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security Agent" includes the Security Agent's successors in title and any successor appointed in accordance with the Secured Finance Documents

"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Senior Facility Agreement" means the revolving credit facility agreement dated 16 December 2011 between, among others, the Parent, the Syndicated Agent and the Security Agent

"Senior Finance Documents" has the meaning given to the term "Finance Documents" in the Senior Facility Agreement

"Shares" means all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*) to the Debenture (as set out in Schedule 3 to this Form MG02) and any Shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a party to the Debenture, held by, to the order of or on behalf of, any Chargor at any time

"Specific Contracts" means any Hedging Agreement (as defined in the Intercreditor Deed) and any agreement specified in Schedule 5 to any Deed of Accession by which a Chargor becomes a party to the Debenture

"Syndicated Agent" means The Royal Bank of Scotland plc

SCHEDULE 1

THE CHARGORS

Company name	No	Address for service and fax number
UAG UK Holdings Limited	4334322	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Sytner Group Limited	2883766	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST

	Sytner Cars Limited	2832086	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Sytner Limited	813696	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Sytner Holdings Limited	2681878	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Goodman Retail Limited	3097514	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	R Stratton & Co Limited	2696872	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Cruickshank Motors Limited	1837492	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Graypaul Motors Limited	3079284	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Sytner Coventry Limited	1979805	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	William Jacks Limited	215293	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	William Jacks Properties Limited	1120920	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Ryland Group Limited	4813103	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
	Rydna Limited	4814756	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST

Ryland Investments Limited	491856	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Rycroft Vehicles Limited	248481	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Sytner Retail Limited	833930	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Ryland Group Services Limited	1356615	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Ryland Properties Limited	2286173	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
John Fox Limited	1359925	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Edmond & Milburn Limited	3008457	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Sytner Vehicles Limited	7089922	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Sytner Properties Limited	3611990	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Maranello Holdings Limited	2001186	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Maranello Concessionaires Limited	655104	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Maranello Sales Limited	1443371	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST

Goodman TPS Limited	6821483	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Guy Salmon Limited	3574418	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST
Mar Parts Limited	827692	2 Penman Way, Grove Park Leicester Leicestershire LE19 1ST

SCHEDULE 2

DETAILS OF LAND

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SCHEDULE 3

Name of Company	Description and Number of Shares	Name of Shareholder
Ryland Group Limited	1,806,000 Ordinary B Shares of £1 00 each 2,710,000 Ordinary A Shares of £1 00 each	Sytner Group Limited
William Jacks Limited	42,500 Preference Shares of £1 00 each 11,037,110 Ordinary Shares of £0 25 each	Sytner Group Limited
Ryland Investments Limited	30,323,843 Ordinary Shares of £1 00 each	Rydnal Limited
Sytner Group Limited	27,240,197 Ordinary Shares of £0 10 each	UAG UK Holdings Limited
Sytner Cars Limited	100 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner Limited	10,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner Holdings Limited	5,652,719 Ordinary Shares of £1 00 each 3,200,000 3% Non-Cumulative Redeemable Preference Shares of £1 00 each	Sytner Group Limited
Goodman Retail Limited	2 Ordinary Shares of £1 00 each	Sytner Group Limited

R Stratton & Co Limited	150,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Cruikshank Motors Limited	500,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Graypaul Motors Limited	2 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner Coventry Limited	105,000 Ordinary Shares of £1 00 each	Sytner Group Limited
William Jacks Properties Limited	6,000,002 Ordinary Shares of £1 00 each	William Jacks Limited
Rydna Limited	2 Ordinary Shares of £1 00 each	Ryland Group Limited
Rycroft Vehicles Limited	240,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Sytner Retail Limited	10,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Ryland Group Services Limited	2 Ordinary Shares of £1 00 each	Ryland Investments Limited
Ryland Properties Limited	1,000,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
John Fox Limited	10,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Edmond & Milburn Limited	1,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner Vehicles Limited	1 Ordinary Share of £1 00 each	Sytner Group Limited
Sytner Properties Limited	2 Ordinary Shares of £1 00 each	Sytner Group Limited
Maranello Holdings Limited	1,905,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Maranello Concessionaires Limited	1,200,000 Ordinary Shares of £0 25 each	Maranello Holdings Limited
Maranello Sales Limited	100 Ordinary Shares of £1 00 each	Maranello Concessionaires Limited
Goodman TPS Limited	1 Ordinary Share of £1 00 each	Goodman Retail Limited
Guy Salmon Limited	2 Ordinary Shares of £1 00 each	Sytner Group Limited
Mar Parts Limited	5,000 Ordinary Shares of £1 00 each	Maranello Holdings Limited
Prestage Limited	550,000 Ordinary Shares of £1 00 each	Ryland Investments Limited

Rybridge Cars Limited	272,582 Ordinary Shares of £1 00 each	Ryland Investments Limited
Ryburn Cars Limited	150,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Rycar Limited	350,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Rycom Vehicles Limited	2,000,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Rydale Cardiff Limited	3,474,404 Ordinary Shares of £0 25 each	Ryland Investments Limited
Ryland Cars Limited	425,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Ryland Leasing Limited	503,787 Ordinary Shares of £1 00 each	Ryland Investments Limited
Ryland North West Limited	10,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Ryland Vehicles Limited	100,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Zycor 5 Limited	31,571 Ordinary Shares of £1 00 each	Ryland Investments Limited
Zycor 16 Limited	375,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Zycor 17 Limited	500,000 Ordinary Shares of £1 00 each	Ryland Investments Limited
Zycor 18 Limited	2 Ordinary Shares of £1 00 each	Ryland Investments Limited
Hallamshire Motor Company Limited	2 Ordinary Shares of £1 00 each	Sytner Group Limited
Hughenden Motor Company Limited	50,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Kings Motors Limited	100 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner Finance Limited	100 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner of Leicester Limited	2,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Sytner Sheffield Limited	15,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Goodman Derby Limited	100,000 Ordinary Shares of £1 00 each	Sytner Group Limited
Michael Powles Limited	100 Ordinary Shares of £1 00 each	Sytner Group Limited

Rectory Road Limited	3,700 Ordinary Shares of £1 00 each	Sytner Group Limited
Guy Salmon Honda Limited	2 Ordinary Shares of £1 00 each	Sytner Group Limited
Sandridge Limited	100 Ordinary Shares of £1 00 each	Sytner Group Limited
Prophets Garage Limited	50,000 Ordinary Shares of £1 00 each	Sytner Holdings Limited
Sytner London Limited	100 Ordinary Shares of £1 00 each	Sytner Holdings Limited
Sytner Direct Limited	100 Ordinary Shares of £1 00 each	Sytner Holdings Limited
Oxford Mazda Limited	100 Ordinary Shares of £1 00 each	Sytner Holdings Limited
Prophets (Gerrards Cross) Limited	50,000 Ordinary Shares of £1 00 each	Sytner Holdings Limited
Sytner Properties (Grove Park) Limited	1 Ordinary Share of £1 00 each	Sytner Properties Limited
Guy Salmon Highgate Limited	500,000 Ordinary Shares of £1 00 each	Guy Salmon Limited
Yarnolds of Stratford Limited	490,555 Ordinary Shares of £1 00 each	Guy Salmon Limited
R Stratton (Knutsford) Limited	2 Ordinary Shares of £1 00 each	Guy Salmon Limited
Pearlshadow Limited	100 Ordinary Shares of £1 00 each	Guy Salmon Limited
Ascot Garage Company Limited	99 Deferred Shares of £1 00 each 99 Ordinary A Shares of £1 00 each 99 Ordinary B Shares of £1 00 each	William Jacks Limited
F W Mays & Co Limited	7,509,990 Ordinary Shares of £1 00 each	William Jacks Limited
Minden Limited	10,000 Ordinary Shares of £1 00 each	William Jacks Limited
Sunningdale Carriage Company Limited	250,000 Ordinary Shares of £1 00 each	William Jacks Limited
Thomson & Taylor (Brooklands) Limited	2 Ordinary Shares of £1 00 each	William Jacks Limited
R H D Finance Limited	100 Ordinary Shares of £1 00 each	William Jacks Limited

	56,000 Preference Shares of £1 00 each	
Automotive Strategy Limited	400,000 Ordinary Shares of £1 00 each	William Jacks Limited
Central Garage (Surrey) Limited	28,509 Ordinary Shares of £1 00 each	William Jacks Limited
Quad Finance Limited	30,000 Deferred A Shares of £0 25 each 10,000 Deferred B Shares of £0 25 each 490,000 Ordinary Shares of £1 00 each	William Jacks Limited
William Jacks Services Limited	200 Ordinary Shares of £1 00 each	William Jacks Limited
First Front (Wimbledon) Limited	1000 Ordinary Shares of £1 00 each	William Jacks Limited
Nature's Farm (UK) Limited	10,000 Ordinary Shares of £0 25 each	William Jacks Limited
United Auto Group UK Limited	2,500,000 Ordinary Shares of £1 00 each	Sytner Group Limited

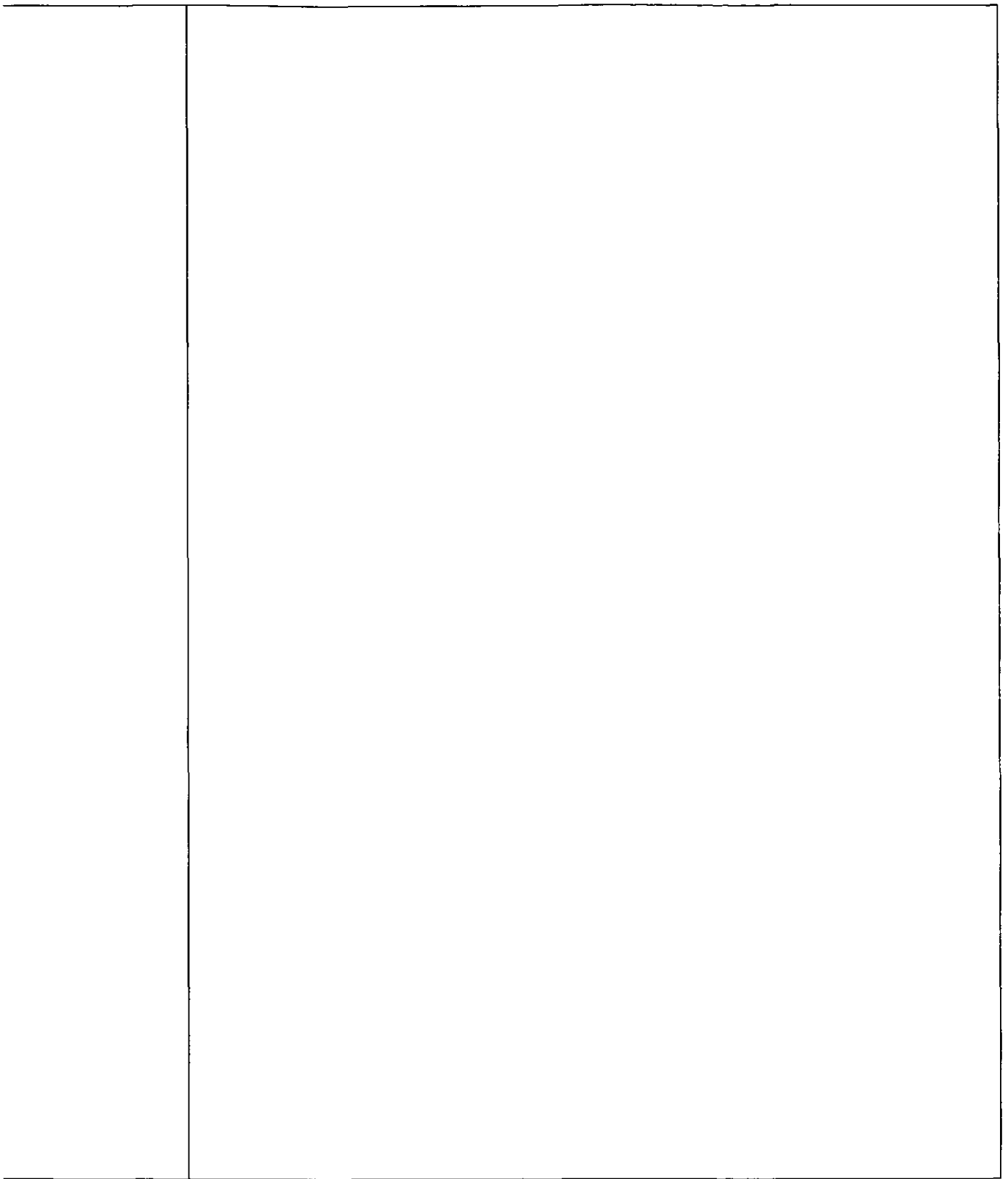
SCHEDULE 4

DETAILS OF MATERIAL INSURANCES

Name of insurer	Company insured	Insurance policy number
Lloyd's London (Excess Public/Products and Pollution Liability insurance)	Sytner Group Limited	LK02140A11
Lloyd's London (Excess Motor Third Party Property Damage insurance)	Sytner Group Limited	LK02187A11
Lloyd's London (Excess Motor Third Party Property Damage Liability insurance)	Sytner Group Limited	LK02190A11
Lloyd's London (Excess Public and Products Liability insurance)	Sytner Group Limited	LK02191A11
Royal & Sun Alliance Insurance plc	Sytner Group Limited	S9-RKK788778

(Professional Indemnity insurance)		
Zurich Insurance plc (Inspection Contract and Plant Protection policy)	Sytner Group plc	JH219798
Allianz (New Car Parts policy)	Sytner Group Limited	GBM141445110A
Chartis Insurance UK Limited (Corporate Guard Crisis Containment)	Sytner Group Limited	37010001
Chartis Insurance UK Limited (EnviroPro Endorsement)	Sytner Group Limited	13005080
ACE European Group Limited (Business Class Bespoke Injury and Travel)	Sytner Group Limited	UKBBBO04964111
Chartis Insurance UK Limited (Pension Trustee Liability insurance)	UAG UK Holdings Limited	33537055
Chartis Insurance UK Limited (Employment Practice Liability insurance)	UAG UK Holdings Limited	33537056
Aviva Insurance Limited (Retail Wholesale and Distribution policy)	Marinello Concessionaires Limited	24445008CCI
Zurich Insurance plc (Excess Liability policy)	Marinello Concessionaires Limited and/or Marparts Limited	XSZ30501503
Aviva Insurance Limited (Construction policy)	Sytner Group Limited	24322761CTC
Aviva Insurance Limited (Certificate of Motor insurance)	Sytner Group Limited and United Auto Group UK Holdings Limited	23520392CMT
Aviva Insurance Limited (Certificate of Employers Liability insurance)	Sytner Group Limited and United Auto Group UK Holdings Limited	23929109CMT
Aviva Insurance UK Limited (Certificate of Public Liability insurance)	Sytner Group Limited and United Auto Group UK Holdings Limited	23520392CMT

	<p>Aviva Insurance Limited</p> <p>(Motor Trade policy incorporating Certificate of Motor insurance, Certificate of Employers Liability insurance and Certificate of Public Liability insurance)</p>	<p>Sytner Group Limited and UAG UK Holdings Limited</p>	<p>23520392CMT, 23929098CMT and 23929109CMT</p>
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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

None

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

Finant Movers LLP

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 Rebecca Noble RN04 71376 08277

Company name Pinsent Masons LLP

Address 3 Colmore Circus

Doc no. 27961734

Post town Birmingham

County/Region

Postcode B 4 6 B H

Country

DX 703167 Birmingham 12

Telephone 0121 200 1050



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 655104
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16
DECEMBER 2011 AND CREATED BY MARANELLO
CONCESSIONAIRES LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY CHARGOR 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
22 DECEMBER 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012

OX



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**