

149 577/273

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

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 Scottish company. To do this, please use form MG01s

THURSDAY



AZTQLYCN

A46

13/10/2011

273

COMPANIES HOUSE

1

Company details

Company number 1 9 9 4 9 9 7

Company name in full Unipart Group of Companies Limited (the "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 0 3 1 0 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

First ranking asset charge between (1) the Chargor and (2) Lloyds TSB Commercial Finance Limited as Security Agent (the "Security Agent") (the "Charge")

4

Amount secured

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

Amount secured

All the security under the Charge is security for the payment of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) (a) of the Chargor to any Secured Party under the Secured Document, and (b) the Asset Obligors to any Secured Party under the Finance Documents (the "Secured Liabilities"). The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Security Documents (each term as defined on continuation sheets 2 and 3 of 3 "short particulars of property mortgaged or charged")

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 Lloyds TSB Commercial Finance Limited as Security Agent

Address No 1 Bookhill Way, Banbury, Oxon

Postcode O X 1 6 3 E L

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 continuation sheets 1 to 3 "short particulars of property mortgaged or charged"

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 Squire, Sanders & Dempsey (UK) 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 Nicola Raine

Company name Squire Sanders & Dempsey (UK) LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 J R

Country England

DX DX 708610 Birmingham 17

Telephone 0121 222 3490



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	<p>6.1 Security Assets</p> <p>(a) The Chargor charges by way of a first legal mortgage all of the Shares</p> <p>(b) A reference in Clause 6.1 to a mortgage or charge of any share or other security includes:</p> <p>(i) any dividend or interest paid or payable in relation to it; and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p>6.2 Assignment</p> <p>The Chargor with full title guarantee assigns to the Security Agent by way of security for the payment of all the Secured Liabilities, all Financial Indebtedness owed to it by any member of the Asset Group. On the occurrence of an Event of Default, the Chargor shall forthwith at the request of the Security Agent, give notice of the assignment under Clause 6.2 to the relevant member or members of the Asset Group</p> <p>6.3 General</p> <p>(a) All the security created under the Charge:</p> <p>(i) is created in favour of the Security Agent;</p> <p>(ii) is created over present and future assets of the Chargor;</p> <p>(iii) is security for the payment of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document</p> <p>(i) the Chargor must notify the Security Agent promptly,</p> <p>(ii) the Charge will secure all amounts which the Chargor may receive, or has received, under that document but</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

exclude the document itself; and

(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Charge.

(c) The Security Agent holds the benefit of the Charge on trust for the Secured Parties.

6.4 Negative Pledge

The Chargor undertakes not to create or permit to subsist any Security Interest over all or any of its present or future revenues or assets other than Permitted Security Interest

6.5 Definitions

"Asset Group" has the meaning given to that term in the Intercreditor Agreement

"Asset Obligors" has the meaning given to that term in the Intercreditor Agreement

"Asset Shortfall" has the meaning given to that term in the Intercreditor Agreement

"Asset Shortfall Guarantee" means the guarantee, originally dated 19 December 2003 as amended from time to time including as amended and restated on 3 October 2011, granted by the Chargor to the Security Agent, to guarantee payment of the Asset Shortfall.

"Credit Agreement" means the £68,000,000 senior multicurrency term and revolving facilities agreement dated 3 October 2011 between, inter alios, Unipart Group Limited (1) the companies named therein as ID Clients and Borrowers (2) the companies named therein as guarantors (3) Lloyds TSB Commercial Finance Limited and Burdale Financial Limited as joint arrangers (4) and Lloyds TSB Commercial Finance Limited as Agent, Security Agent and ID Trustee (5)

"Event of Default" has the meaning given to that term in the Credit Agreement.

"Finance Documents" has the meaning given to that term in the Credit Agreement

"Finance Parties" has the meaning given to that term in the Credit Agreement

"Financial Indebtedness" has the meaning given to that term in the

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

Credit Agreement.

"**Intercreditor Agreement**" has the meaning given to that term in the Credit Agreement.

"**Permitted Security Interest**" has the meaning given to that term in the Credit Agreement.

"**Receiver**" means a receiver and manager or a receiver, in each case, appointed under the Charge

"**Secured Document**" means the Asset Shortfall Guarantee

"**Secured Party**" means each or all of the Finance Parties, as the context requires

"**Security Agent**" means Lloyds TSB Commercial Finance Limited (Company Number 00733011) whose registered office is at No 1 Brookhill Way, Banbury, Oxon, OX16 3EL as agent and trustee for the Secured Parties, being appointed under the Intercreditor Agreement.

"**Security Asset**" means all assets of the Chargor the subject of any security created pursuant to Clause 6.1 (Secured Assets)

"**Security Interest**" has the meaning given to that term in the Credit Agreement.

"**Shares**" means the entire issued share capital of:

(a) Unipart Group Limited (576777), and

(b) Unipart Service Company Holdings Limited (formally Unipart Automotive Holdings Limited) (04256281).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1994997
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST RANKING ASSET CHARGE
DATED 3 OCTOBER 2011 AND CREATED BY UNIPART GROUP
OF COMPANIES LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ANY SECURED
PARTY AND FROM THE ASSET OBLIGORS 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 13
OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2011

DX

