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COMPANIES FORM No. 395

Particulars of a mortgage or charge

233143/156

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

6111

03217696

Name of company

* HHFS Limited (the "Chargor")

Date of creation of the charge

31 March 2009

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred under or pursuant to the Finance Documents (defined in Addendum 4), in whatsoever manner to AIB Group (UK) PLC ("AIB") by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities to a third party which have been assigned or novated to or otherwise vested in AIB and including interest, discount, commission and other lawful charges or expenses which AIB may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the usual AIB rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "Secured Liabilities").

If not already defined, capitalised terms used in this Form 395 are defined in Addendum 4.

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

AIB Group (UK) PLC (Company Number NI018800) having its registered office at 4 Queen's Square, Belfast

Postcode BT1 3DJ

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

Eversheds LLP
One Wood Street, London
EC2V 7WS

140714.000148/rumbles

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



A3QX091A

A53

15/04/2009

138

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Addendum 4.

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)

Nil

Signed Bresheds LLP

Date 14.04.2009

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (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

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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)

Addendum 3/4

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

Addendum 4/4

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

1. The Chargor with full title guarantee hereby charges to AIB as a continuing security for the payment or discharge of the Secured Liabilities:-
 - 1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule one to the Debenture together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property;
 - 1.2 by way of fixed charge:-
 - (a) all estates or interests in any freehold or leasehold property belonging to the Chargor now or at any time after the date of the Debenture (other than any property charged in terms of paragraph 1.1 above) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;
 - (b) all present and future interests of the Chargor in or over land or the proceeds of sale of it and all present and future licences of the Chargor to enter upon or use land;
 - (c) the benefit of all other agreements relating to land which the Chargor is or may become party to or otherwise entitled;
 - (d) all plant and machinery of the Chargor now or in the future attached to property which is charged by the foregoing provisions of this paragraphs 1;
 - (e) all present and future stocks, shares and other securities owned (at law or in equity) by the Chargor and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise;
 - (f) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by paragraph (e), whether by way of dividend, distribution, interest or otherwise;
 - (g) all rights and interests in and claims under all insurance contracts or policies now or in the future

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held by or inuring to the benefit of the the Chargor which relate to Fixed Charge Assets (including all money payable under such contracts and policies);

- (h) all rights and interest and claims under all other insurance or assurance contracts or policies now or in the future held by or inuring to the benefit of the Chargor (including all money payable under them);
 - (i) all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by the Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
 - (j) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation by or on behalf of the Chargor in any part of the world of any such rights as are referred to in paragraph (i) but owned by others;
 - (k) all the Chargor's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world;
 - (l) all present and future book debts of the Chargor;
 - (m) all other present and future debts or monetary claims of the Chargor against third parties (excluding those charged under paragraph (g) or (h) or arising on fluctuating accounts with other Group Companies);
 - (n) the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Chargor in respect of any Fixed Charge Assets;
 - (o) all present and future bank accounts, cash at bank and credit balances of the Chargor (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
 - (p) all rights, money or property accruing or payable to the Chargor now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this paragraph 1; and
 - (q) all the Chargor's goodwill and uncalled capital for the time being;
 - (r) all the rights title and interest of the Chargor in and to all chattels to which it is legally and beneficially entitled from time to time, hired leased or rented by the Chargor to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
- 1.3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this paragraph 1, (including, without limitation, any immovable property of the Chargor in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraph 1.2 above).

2. The Chargor with full title guarantee hereby assigns as a continuing security for the payment or discharge of the Secured Liabilities in favour of AIB (subject to the right of the Chargor to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities):

- (a) all the right, title and interest of the Chargor in and to any interest rate hedging agreements now or in the future entered into with any person; and
- (b) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargor in and to any agreement to which the Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture.

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Negative Pledge

1. The Chargor will not without the prior written consent of AIB:
 - 1.1.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of AIB); or
 - 1.1.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal);
 - 1.1.3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset;
 - 1.1.4 make any structural or material alteration to or to the user of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties;
 - 1.1.5 grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties (other than with or to any Charging Company) or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same (other than with or to any Charging Company);
 - 1.1.6 vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties;
 - 1.1.7 allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its Properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or Schedule 3 to the Land Registration Act 2002) affecting any such property;
 - 1.1.8 do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets.

Definitions

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor;

"Charging Company" means each of Helphire Group PLC, Helphire Finance Limited, Helphire (UK) Limited, Albany RTA Limited, Albany Group Holdings Limited, Total Accident Management Limited, Swift Rentacar Limited, Angel Assistance Limited, Albany Assistance Limited, Swift Finance (GB) Limited and Albany Vehicle Rentals Limited.

"Facility Agreement" means the facility letter dated 19 September 2007 between AIB and Helphire Group PLC (as amended by the supplementary letter dated 28 August 2008) as subsequently amended, restated, or supplemented from time to time between Helphire Group PLC and AIB.

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

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2.1, 2.2, 2.3 of the Debenture or (with effect from the date of its creation) any security created pursuant to clause 2.11 of the Debenture;

"Group" means Helphire Group PLC and each of its Subsidiaries and **"Group Company"** shall be construed accordingly;

"Permitted Disposal" means:

- (a) the disposal of stock subject only to the floating charge created by clause 2.1.3 of the Debenture on an arm's

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length basis in the ordinary course of trading;

(b) disposals of obsolete or redundant assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of AIB and any other heritable or leased property in Scotland) which are no longer required for the business of any Group Company;

(c) disposals of assets (other than Fixed Charge Assets, other Assets subject to a fixed charge or security in favour of AIB and other heritable or leased property in Scotland) in exchange for replacement assets comparable or superior as to type, value and quality;

"Properties" means at any time the freehold, heritable and leasehold properties of the Chargor at that time or any of them as the context requires;

"Subsidiary" means, in respect of any company, person or entity, any company, person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and

"Subsidiaries" shall mean all or any of them, as appropriate.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3217696
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 MARCH
2009 AND CREATED BY HHFS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
AIB GROUP (UK) PLC 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 15 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 APRIL 2009



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES