

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

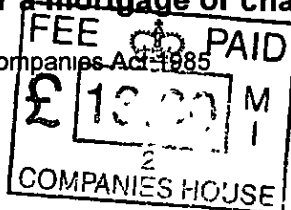
159 569 / 169

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



3797747

Name of company

* AA CORPORATION LIMITED ("the Company")

Date of creation of the charge

20 April 2007

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

DEBENTURE dated 20 April 2007 between the Charging Companies and the Security Agent (the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 20 April 2007 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 or Article 58 of the Companies (Jersey) Law 1991 (the "Indebtedness")

0 ~ ANY ACC + 10

Continued Addendum 2/4

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

BARCLAYS BANK PLC, Global Loans and Syndications - Agency Division, 7th Floor, 5 The North Colonnade, Canary Wharf, London as security agent for itself and the other Secured Parties (the "Security Agent")

Postcode E14 4BB

Presentor's name address and reference (if any)

Ashurst
Broadwalk House
5 Appold Street
London
EC2A 2HA

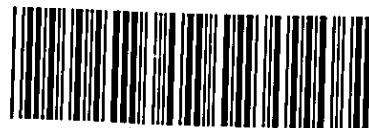
KXW/PYR/BAR04 00062/4305947

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



A56

ANMDKP9E

04/05/2007

726

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 CHARGING CLAUSE

1.1 Fixed Charges

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 20 April 2007 and in future, from time to time owned by it or in which it has an interest (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property,

Continued at Addendum 4/4

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)

N/A

Signed

Ashurst

Date

2 May 2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

Notes

† delete as appropriate

- 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 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 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 situated 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.

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

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

"Assigned Agreements" means the Acquisition Documents, the Hedging Agreements (as both such terms are defined in the Senior Credit Agreement), the Insurances and the Transitional Services Agreement (as defined in the Debenture) but, for the avoidance of doubt, does not include the Target Contract,

"Book Debts" means all book and other debts arising in the ordinary course of trading;

"Cash Collateral Accounts" means the Cash Collateral Accounts as defined in the Senior Credit Agreement,

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Collection Accounts" means the accounts of the Company set out in schedule 6 to the Debenture (or schedule 6 of any Security Accession Deed) and/or such other accounts as are permitted by the Senior Credit Agreement or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"Declared Default" means an Event of Default under clauses 25 6 (Insolvency) to 25 8 (Creditors' Process) (inclusive) of the Senior Credit Agreement or any other Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 25 20 (Acceleration) of the Senior Credit Agreement,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Events of Default" means Events of Default as defined in the Senior Credit Agreement,

"Excluded Accounts" means the accounts of the Company set out in schedule 7 (Excluded Accounts) to the Debenture and any other account designated as an Excluded Account by the Security Agent pursuant to clause 7 2(b) (Excluded Accounts) of the Debenture,

"Excluded Assets" means the Target Contract,

"Facility Agent" means Barclays Bank PLC,

"Finance Documents" means the Finance Documents as defined in the Senior Credit Agreement,

"Finance Parties" means the Mandated Lead Arranger, each Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender (as all such terms are defined in the Senior Credit Agreement),

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture, as set out in clause 1 2 below,

"Group" means the Parent and its Subsidiaries for the time being and "Group Company" means a member of the Group,

"Insurances" means all policies of insurance (including those listed in schedule 3 (Insurances) to the Debenture, as set out in schedule 3 hereto) and all proceeds of them either as at 20 April 2007 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property Rights" means all patents and patent applications, trade and service marks and trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares) but excluding the Cash Equivalents (as such term is defined in the Senior Credit Agreement);

"Obligors" means Obligors as defined in the Senior Credit Agreement,

"Secured Parties" means the Finance Parties,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 11 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

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

"Security Principles" means the security principles set out in schedule 15 (Security Principles) to the Senior Credit Agreement,

"Senior Credit Agreement" means the credit agreement dated on or about 25 June 2004 (as the same may be amended, novated or restated from time to time) under which certain lenders have made available £1,844,500,000 of facilities to the Parent and certain other Group Companies,

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries, including those listed in schedule 8 to the Debenture, as set out in schedule 4 hereto, and

"Target Contract" means a framework agreement dated 23 May 2005 between Automobile Association Insurance Services Limited and Target Group Limited

Company number

3797747

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

Addendum 3/4

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

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

Addendum 4/4

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

(b) by way of first fixed charge.

(i) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(ii) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1 (a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts and the Collection Accounts) with any bank, financial institution or other person but excluding monies standing to the credit of the Excluded Accounts,

(vii) all its Intellectual Property Rights,

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

(ix) its goodwill and uncalled capital,

(x) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements,

but excluding the Excluded Assets

1 2 Floating Charge

As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 20 April 2007 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, including heritable property and all other assets in Scotland but excluding the Excluded Assets and the Excluded Accounts

1 3 Security Assignment

(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 8 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

1 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture

1 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

2 1 General

(a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require

(i) to perfect the security created (or intended to be created) by the Debenture;

(ii) to facilitate the realisation or enforcement of such security,

(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture, and/or

(iv) subject to the Security Principles, to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever

(b) Any security document required to be executed by the Charging Company under this clause 2 1 (clause 5 1 of the Debenture) will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not

(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent

SCHEDULES

SCHEDULE 1

Charging Companies

Name	Registered Number
AA Junior Mezzanine Co Limited	5148845
AA Acquisition Co Limited	5018987
AA Senior Co Limited	5663655
AA Corporation Limited	3797747
Automobile Association Developments Limited	1878835
Automobile Association Insurance Services Limited	2414212
AA The Driving School Agency Limited	2733119
Automobile Association Insurance Services Holdings Limited	2413321
Volkswagen Assistance Limited	4823689
Automobile Association Protection and Investment Planning Limited	2023217
Automobile Association Holdings Limited	3237629
The Automobile Association Limited	73356 (Jersey)
Taylor Price Insurance Services Limited	5522196
Premium Funding Limited	3396992
AA Ireland Limited	389194 (Ireland)

SCHEDULE 2

Details of Premises

None as at 20 April 2007

SCHEDULE 3

Insurances

Charging Company	Class of Insurance Cover	Insurance Company	Policy Number
AA Limited and Subsidiary Companies, Including Joint Ventures as agreed	Property Damage and Business Interruption and Asset Terrorism	Royal & Sun Alliance	YMM823801
AA Limited and Subsidiary Companies, Including Joint Ventures as agreed	Crime	AIG Europe (UK) Limited as General Agent for New Hampshire Insurance Company	51005600

Company number

3797747

Name of company

*insert full name
of Company

* AA CORPORATION LIMITED ("the Company")

SCHEDULE 4
Subsidiary Shares

Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Automobile Association Developments Limited	9,600,100 ordinary shares of £1 each	
Automobile Association Insurance Services Limited	19,000,000 ordinary shares of £1 each	
The Automobile Association Limited	50,000 ordinary shares of 31 each	
AA Ireland Limited	2 ordinary shares of €1 each	

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03797747

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th APRIL 2007 AND CREATED BY AA CORPORATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY OR ANY OTHER OBLIGOR 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 XII OF THE COMPANIES ACT 1985 ON THE 4th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MAY 2007

Angela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES