

MG01

Particulars of a mortgage or charge

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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 for**

You cannot use this form to register  
particulars of a mortgage or charge  
in Scotland or the Republic of  
Ireland. To do this, use form MG01s

WEDNESDAY



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10/10/2012

COMPANIES HOUSE

#87

For official use  
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at  
e gov uk

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**Company details**

Company number

0 5 1 7 1 8 1 7

Company name in full

RAC Financial Services Limited (the "Chargor")

3

For official use

**Filing 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 2 1 0 2 0 1 2

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

An assignment of limited liability partnership interest between, among  
others, the Chargor and the Security Agent dated 2 October 2012 (the  
"Assignment")

Please see the continuation pages for defined terms not otherwise defined  
in the body of this Form MG01.

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**Amount secured**

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

Amount secured

All present and future obligations and liabilities  
(whether actual or contingent, whether owed  
jointly, severally or in any other capacity  
whatsoever and whether originally incurred by an  
Obligor or by some other person) of each Obligor to  
the Finance Parties (or any of them under each of  
the Finance Documents except for any obligation or  
liability which, if it were included, would cause  
that obligation or liability or any of the Security  
in respect thereof, to be unlawful or prohibited by  
any applicable law) (the "Secured Obligations").

**Continuation page**

Please use a continuation page if  
you need to enter more details



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## Particulars of a mortgage or charge

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### 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 BNP Paribas (as Security Agent)

Address 10 Harewood Avenue

London

Postcode N W 1 6 A A

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 the attached continuation pages



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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP* X

This form must be signed by a person with an interest in the registration of the charge



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## 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 Rudolf Simone-Pont, Ref 70-40517285

Company name Clifford Chance LLP  
(via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 4625



### 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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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## 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><b>Fixed Security</b></p> <p>Pursuant to the Assignment, the Chargor·</p> <p>(a) assigned and agreed to assign absolutely with full title guarantee to the Security Agent (as trustee for the Finance Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)), as security for the payment and discharge of the Secured Obligations, all of its rights, title, share and interest from time to time in and to the capital and assets of the LLP and all Related Rights, and</p> <p>(b) charged with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) (to the extent not validly and effectively assigned pursuant to the Assignment as described in (a) above) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title, share and interest from time to time in and to the capital and assets of the LLP and all Related Rights</p> <p><b>Further Assurance</b></p> <p>The Assignment contains covenants for further assurance</p> <p><b>Negative Pledge</b></p> <p>The Assignment contains a negative pledge</p>



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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Where not otherwise defined in the body of this Form MG01, the following terms have the meanings set out below

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 31 (Changes to the Obligors) of the Senior Facilities Agreement.

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 31 (Changes to the Obligors) of the Senior Facilities Agreement

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement.

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an ancillary facility in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement

**"Agent"** means BNP Paribas as agent under the Senior Facilities Agreement.

**"Arranger"** means J P. Morgan Limited, BNP Paribas London Branch, Credit Suisse AG, London Branch, Morgan Stanley Bank International Limited and UBS Limited

**"Borrower"** means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (Changes to the Obligors) of the Senior Facilities Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9 10 (Affiliates of Borrowers) of the Senior Facilities Agreement

**"Company"** means RAC Finance (Holdings) Limited (formerly known as Stag Bidco Limited), a company incorporated in England and Wales with company number 07665823.

**"Facility B"** means the senior term loan facility made available under the Senior Facilities Agreement as described in sub-paragraph (a)(1) of Clause 2.1 of that agreement.

**"Finance Document"** means the Senior Facilities Agreement, any Security Document, any additional finance document, any fee letter, the Hedging Letter, the Intercreditor Agreement, any Hedging Document, any accession deed, any ancillary document, any compliance certificate, any resignation letter, any selection notice, any utilisation request and any other document designated as a Finance Document by the Agent and the Company



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 338 1043 367">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 439 1516 499"><b>"Finance Party"</b> means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, any Hedging Bank or any Ancillary Lender</p> <p data-bbox="331 535 1516 627"><b>"Guarantor"</b> means the Original Obligors or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 31 (Changes to the Obligors) of the Senior Facilities Agreement.</p> <p data-bbox="331 663 1516 754"><b>"Hedging Bank"</b> means any person which is or has become a party as a Hedging Bank in accordance with the terms of the Senior Facilities Agreement</p> <p data-bbox="331 790 1516 978"><b>"Hedging Document"</b> means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedging Bank for the purpose of hedging the types of liabilities and/or risks in relation to Facility B which, at the time of that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter expressly permits the hedge</p> <p data-bbox="331 1014 1516 1106"><b>"Hedging Letter"</b> means the letter dated on or before 18 July 2011 and made between the Arranger and the Company describing the hedging arrangements to be entered into in relation to Facility B</p> <p data-bbox="331 1142 1516 1202"><b>"Holding Company"</b> means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p data-bbox="331 1238 1516 1330"><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 18 July 2011, as amended from time to time, between, amongst others, the Parent, the Company, BNP Paribas as Agent and Security Agent and the Lenders</p> <p data-bbox="331 1366 1516 1487"><b>"Issuing Bank"</b> means BNP Paribas and any other Lender under the Revolving Facility which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement</p> <p data-bbox="331 1523 553 1552"><b>"Lender"</b> means</p> <ul data-bbox="336 1581 1516 1946" style="list-style-type: none"> <li>(a) JPMorgan Chase Bank, N A , BNP Paribas London Branch, Credit Suisse AG, London Branch, Morgan Stanley Senior Funding, Inc , UBS Limited, Credit Agricole Corporate and Investment Bank, The Co-operative Bank p.l c. and Barclays Bank PLC as original lenders;</li> <li>(b) any Lender which makes available an additional facility in accordance with the terms of the Senior facilities Agreement; and</li> <li>(c) any bank, financial institution, trust, fund or other entity which has become a party to the Senior facilities Agreement as a Lender in accordance with Clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,</li> </ul> <p data-bbox="331 1975 1516 2036">which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement</p>



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 338 1043 365">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 441 1517 499">"LLP" means RAC Brand Enterprises LLP (a limited liability partnership registered in England and Wales with registered number OC377385)</p> <p data-bbox="331 537 986 564">"Obligor" means a Borrower or a Guarantor</p> <p data-bbox="331 602 1145 629">"Original Obligors" means the Company or the Parent</p> <p data-bbox="331 667 1517 752">"Parent" means RAC Finance Group Limited (formerly known as Stag Midco 2 Limited), a company incorporated in England and Wales with company number 07665776</p> <p data-bbox="331 790 1110 817">"Related Rights" means, in relation to any asset:</p> <ul data-bbox="331 851 1517 1149" style="list-style-type: none"> <li data-bbox="331 851 1171 878">(a) the proceeds of sale of any part of that asset,</li> <li data-bbox="331 911 1517 969">(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li data-bbox="331 1003 1517 1088">(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</li> <li data-bbox="331 1122 1449 1149">(d) any monies and proceeds paid or payable in respect of that asset</li> </ul> <p data-bbox="331 1182 1517 1267">"Revolving Facility" means the revolving credit facility made available under the Senior Facilities Agreement as described in sub-paragraph (a) (iii) of Clause 2.1 (The Facilities) of that agreement</p> <p data-bbox="331 1305 1517 1391">"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect</p> <p data-bbox="331 1435 874 1462">"Security Agent" means BNP Paribas</p> <p data-bbox="331 1500 1517 1749">"Security Documents" means each of the documents listed as being a Security Document in paragraph 2(g) of Part I of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement and any document required to be delivered to the Agent under paragraph 11 of Part II of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.</p> <p data-bbox="331 1787 1517 1973">"Senior Facilities Agreement" means the £620,000,000 senior facilities agreement dated 18 July 2011, as amended from time to time, between, among others, J P Morgan Limited, BNP Paribas London Branch, Credit Suisse AG, London Branch, Morgan Stanley Bank International Limited and UBS Limited as Mandated Lead Arrangers, the Lenders named in it, BNP Paribas as Agent and BNP Paribas as Security Agent.</p> <p data-bbox="331 2011 1517 2065">"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p>



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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Terms not expressly defined in this Form MG01 have the meaning given to them in the Assignment.





FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5171817  
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF LIMITED  
LIABILITY PARTNERSHIP INTEREST DATED 2 OCTOBER 2012  
AND CREATED BY RAC FINANCIAL SERVICES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
EACH OBLIGOR TO THE FINANCE PARTIES OR ANY OF THEM  
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 10 OCTOBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES