

149 536

# 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 form MG01s

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COMPANIES HOUSE

1

### Company details

Company number

0 7 1 6 7 5 4 5

Company name in full

Automotive Repair Solutions 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

d0 d4 m1 m0 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

Composite all assets guarantee and indemnity and debenture between (1) the Chargor, (2) D W S Bodyworks (Holdings) Limited, (3) DWS (Brooklands) Limited, (4) DWS (Croydon) Limited, (5) DWS (Dartford) Limited, (6) DWS (Grays) Limited, (7) DWS (Harlow) Limited, (8) DWS (Hendon) Ltd, (9) DWS (Heathrow) Limited, (10) DWS (Slough) Ltd, (11) DWS (Thurrock) Limited, (12) DWS (Thamesmead) Limited, (13) DWS (Weybridge) Limited, (14) DWS (Chelmsford) Limited, (15) DWS (Mitcham) Limited, (16) DWS (Sutton) Limited, (17) DWS (Basildon) Ltd, and (18) GE Commercial Finance Limited ("GE") (the "Debenture")

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### Amount secured

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

Amount secured

Pursuant to clause 2 of the Debenture, the Chargor jointly and severally with each other Charging Company agrees that it will on demand pay, perform and discharge to the Security Holder all present and future obligations and liabilities (whether actual or contingent, whether owned jointly or severally, as principal or as surety or in any capacity whatsoever) of each of the Obligors to the Security Holder on any account whatsoever and howsoever arising (including, without limitation, under the Financing Documents) together with all Expenses (the "Secured Liabilities") in accordance with the terms of the relevant Financing Document evidencing or giving rise thereto

### Continuation page

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

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## 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 GE Commercial Finance Limited

Address Enterprise House, Bancroft Road, Reigate, Surrey

Postcode R H 2 7 R T

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 page 1 (Short Particulars).

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## 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

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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 **Lauren Broadbent**

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 **United Kingdom**

DX **DX 708610 Birmingham 17**

Telephone **0121 222 3216**



### 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](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

- 4 CHARGING PROVISIONS**
- 4 1** Pursuant to clause 3 of the Debenture, the Chargor, as continuing security for the payment, discharge and performance of all the Secured Liabilities in relation to all of the following assets whether now or in future belonging to the Chargor, in each case with full title guarantee
- 4 1 1 Fixed charges** charged to the Security Holder by way of separate fixed charges
- (a) by way of legal mortgage each property specified in schedule 1 to the Debenture which is set opposite its name,
  - (b) by way of equitable mortgage its Real Property, other than the property or properties specified in schedule 1 to the Debenture,
  - (c) by way of legal mortgage all the Specified Plant and Equipment together with all spare parts and replacements for and all modifications and additions to the Specified Plant and Equipment,
  - (d) all its goodwill, unpaid and/or uncalled capital,
  - (e) all Fixtures,
  - (f) all its Intellectual Property,
  - (g) all its Securities,
  - (h) all loan capital, indebtedness or liabilities on any account or in any manner owing to it from any member of the Chargor's Group,
  - (i) all amounts realised by an administrator or liquidator of the Chargor upon enforcement or execution of any order of the court under Part VI of the Insolvency Act 1986,
  - (j) all its documents of title which at any time and for any purpose have been or may be deposited with the Security Holder and the property mentioned in such documents,
  - (k) all of its Non-Vesting Debts,
  - (l) all of its Other Debts,
  - (m) all monies in the accounts specified in clause 4 2 1 of the Debenture (as set out in paragraph 5 2 1 below) and in any other account in the name of the Chargor under the control of or operated in accordance with the directions of the Security Holder
- 4 1 2 Floating charge** charged to the Security Holder by way of a floating charge all of its undertaking, property, rights and assets (including, without limitation, the Plant and Equipment) whatsoever and wheresoever, both at the time of the Debenture and future (including to the extent that any of such undertaking, property, rights and assets are not effectively charged from time to time by any of the above fixed charges or assigned by way of security under clause 3 1 3 of the Debenture),
- 4 1 3 Assignments by way of security** the Chargor assigned and agreed to assign by way of security to the Security Holder all its rights, title and interest in and to
- (a) the benefits arising under the Policies, and

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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 style="text-align: center;">(b) any contracts relating to or benefitting any of the Charged Assets</p> <p><b>4 2 Conversion of floating charge to a fixed charge</b></p> <p>The Security Holder may at any time after a Default has occurred give written notice to the Chargor immediately converting (in whole or in part) the above floating charge into a fixed charge in respect of the Chargor</p> <p><b>4 3 Automatic crystallisation</b></p> <p>The floating charge created by the Chargor pursuant to clause 3 1 2 of the Debenture (as set out in paragraph 4 1 2 above) shall, unless otherwise agreed by the Security Holder in writing and in addition to any circumstances in which the same will occur under general law, automatically and without notice be converted into a fixed charge</p> <p>4 3 1 if the Chargor fails to comply with its obligations in clauses 4 1 1 and/or 4 1 15 and/or 4 2 2 of the Debenture (as set out at paragraphs 5 1 1, 5 1 2 and 5 2 2 below),</p> <p>4 3 2 upon the appointment of a Receiver or an Administrator,</p> <p>4 3 3 upon the directors or members of the Chargor resolving to apply for an administration order to be made in relation to it or upon the presentation of a petition for an administration order to be made in relation to the Chargor,</p> <p>4 3 4 upon any person taking any step with a view to levying distress against any of the Charged Assets of the Chargor or any judgment creditor taking any step with a view to enforcing against any of the Charged Assets of the Chargor a judgment obtained against it whether by a warrant of execution, writ of fieri facias, garnishee order, charging order or otherwise, or</p> <p>4 3 5 if any other floating charge created by the Chargor crystallises for any reason</p> <p><b>5 UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES</b></p> <p><b>5 1 General Undertakings</b></p> <p>Pursuant to clause 4 1 of the Debenture, the Chargor agreed that, whilst the security created by the Debenture exists</p> <p>5 1 1 <b>No disposals</b> without the prior written consent of the Security Holder it will not sell, transfer, assign, lease out, license, lend or otherwise dispose of the whole or any part of its Charged Assets or any interest therein (or agree to do so) but this restriction shall not prohibit the disposal of any Charged Assets subject to the floating charge created by clause 3 1 2 of the Debenture (as set out in paragraph 4 1 2 above) by way of sale at arm's length terms for commercial value in the ordinary course of its business,</p> <p>5 1 2 <b>Encumbrances</b> it will ensure that no Encumbrances (other than liens arising by operation of law in the ordinary course of business and securing obligations not more than 60 days overdue) will arise on or after the date of the Debenture in respect of its Charged Assets without the prior written consent of the Security Holder</p> <p><b>5 2 Receivables and Remittances</b></p> <p>Pursuant to clause 4 2 of the Debenture, the Chargor agreed that, whilst the security created by the Debenture exists</p>	

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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>5 2 1 <b>Disposals</b> it will not sell, discount, factor, create any Encumbrance over, dispose of or, except in accordance with the Debenture, otherwise deal with its Other Debts or the relative Remittances unless it has the prior written consent of the Security Holder,</p> <p>5 2 2 <b>Non-Vesting Debts</b> if it is a Client, it will not deal with, negotiate or pay Remittances in respect of its Non-Vesting Debts into any account other than as specified in the Business Finance Agreement in relation to Debts and will otherwise deal with such Non-Vesting Debts and their Associated Rights as if they had vested absolutely and effectively in the Security Holder under the Business Finance Agreement</p> <p>6 <b>FURTHER ASSURANCE</b></p> <p>6 1 <b>Further assurance</b></p> <p>Pursuant to clause 6 of the Debenture, the Chargor agreed that at the Security Holder's request, the Chargor will, at its own expense, immediately sign, seal, execute, deliver and perfect all deeds, debentures and instruments including, without limitation, standard securities, assignments and any other documents needed in relation to assets in Scotland and any other jurisdiction and do all such other acts and things as the Security Holder or any Appointee appointed under the Debenture may require in order to perfect, protect or enforce this security in respect of the Chargor or to facilitate the realisation of any of the Charged Assets or to use the powers given to each of them in the Debenture or to enforce the obligations of the Chargor and/or the rights of the Security Holder under the Debenture and it will take such steps as the Security Holder shall specify to make such registrations and give such notifications as the Security Holder may consider appropriate (or which may be specified by applicable law) in relation to the Debenture and the Chargor authorised the Security Holder to effect the same if the Security Holder so chooses</p> <p>6 2 <b>Execution of documents/registration</b></p> <p>Without prejudice to clause 6 1 of the Debenture (as set out in paragraph 6 1 above) the Chargor will at the request of the Security Holder and at the Chargor's own expense, execute a legal mortgage, charge or assignment of any part of the Charged Assets of the Chargor subject to or intended to be subject to any fixed security under the Debenture in such form as the Security Holder may require In every such case the Chargor will then take such other steps as the Security Holder may require to perfect such legal mortgage, charge or assignment including, without limitation, using all reasonable endeavours to obtain the consent of any landlord or other person required for any legal mortgage</p> <p>7 <b>CONTINUING AND ADDITIONAL SECURITY</b></p> <p>7 1 <b>Continuing security</b></p> <p>The security created by clause 13 of the Debenture is a continuing security for all the Secured Liabilities notwithstanding any interim settlement of account until a final discharge of this security shall be given by the Security Holder</p> <p>7 2 <b>Non-merger</b></p> <p>The security created by the Debenture is in addition to, and shall not merge or otherwise prejudice or affect, any other right or remedy of the Security Holder or any assignment, bill, note, guarantee, Encumbrance, or other security now or in future in favour of the Security Holder or held by, or available to, the Security Holder (whether created by the Obligors or any of them or any third party)</p> <p>8 <b>DEFINITIONS</b></p>	

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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

**Accounting Records** shall have the meaning given to that term in the Business Finance Agreement

**Administrator** an administrator appointed under the Debenture

**Appointee** an Administrator or Receiver, as the case may be

**Associate:** a person which, directly or indirectly, controls or is controlled by or is under common control with any Obligor, or a person which beneficially owns or holds, directly or indirectly, 5% or more of any class of voting shares of any Obligor, or a person in which 5% of any class of voting shares is beneficially owned or held directly or indirectly, by any Obligor

**Associated Rights:** in relation to the Chargor (if it is a Client) and any Debt, any of the following

- (i) all the rights of such Chargor as an unpaid vendor or which arise under the Contract of Sale,
- (ii) all evidence of the Contract of Sale or its performance or any Disputes arising,
- (iii) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar,
- (iv) the benefit of all insurances and all rights and powers under the insurance policies,
- (v) all Remittances, securities, Encumbrances and guarantees,
- (vi) all Accounting Records,
- (vii) all Returned Goods and their proceeds of sale

**Business Finance Agreement** the agreement entered into between the Security Holder and one or more Clients which is entitled or otherwise referred to as the "Business Finance Agreement" and which incorporates the finance schedule thereto and the GE Standard Terms

**Charged Assets:** all the Chargor's assets, rights and property (including its undertaking and revenues) the subject of any security created by, or pursuant to, the Debenture and the proceeds of the disposal of the same

**Charging Company** D W S Bodyworks (Holdings) Limited, DWS (Basildon) Ltd, DWS (Brooklands) Limited, DWS (Croydon) Limited, DWS (Dartford) Limited, DWS (Grays) Limited, DWS (Harlow) Limited, DWS (Hendon) Ltd, DWS (Heathrow) Limited, DWS (Slough) Ltd, DWS (Thurrock) Limited, DWS (Thamesmead) Limited, DWS (Weybridge) Limited, DWS (Chelmsford) Limited, DWS (Mitcham) Limited, DWS (Sutton) Limited, Automotive Repair Solutions Limited and any other company which becomes a party to the Debenture pursuant to a Supplemental Deed

**Client** each person, other than the Security Holder, which is a party to the Business Finance Agreement as a Client

**Contract of Sale:** a contract in any form, including a purchase order, between a Client and a Debtor for the sale or hire of Goods or the provision of services or work done

**Debt:** any obligation (present, future or contingent) of a Debtor to make payment under a Contract of Sale, including all Associated Rights

**Debtor:** a person who incurs or may incur any indebtedness under a Contract of Sale



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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

**Default** any Event of Default or any event which, with the passage of time or giving of notice or both, would or might, unless cured or waived, become an Event of Default

**Disputes** shall have the meaning given to that term in the Business Finance Agreement

**Encumbrance** any mortgage, charge, standard security, pledge, lien, assignment or assignation by way of security, hypothecation, security interest, title retention, flawed asset agreement, preferential right, right of set-off, trust arrangement or other arrangement for the purpose of and having a similar effect to the granting of security whether by law or agreement or other security interest of any kind

**Event of Default** any of the following

- (i) any Obligor fails to pay any sum due from it under any of the Financing Documents at the time and in the manner specified in the relevant Financing Document,
- (ii) any representation or warranty made or deemed to be repeated by any Obligor in any of the Financing Documents or in any document delivered pursuant thereto is not complied with or proves to have been incorrect or misleading when made or deemed to be repeated,
- (iii) any Obligor fails duly to perform or comply with any obligation expressed to be assumed by it in any Financing Document,
- (iv) any financial indebtedness of any Obligor other than under or pursuant to any Financing Document
  - (a) is not paid when due or within any applicable contractual period of grace, or
  - (b) is declared to be or otherwise becomes due and payable prior to its specified maturity,
 or any creditor of any Obligor becomes entitled to declare any financial indebtedness due and payable prior to its specified maturity,
- (v) a distress, attachment, execution, diligence or other legal process is levied, enforced or sued on or against all or any part of the assets of any Obligor,
- (vi) any Obligor
  - (a) is or becomes insolvent,
  - (b) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of all or any part of its indebtedness, or
  - (c) makes a general assignment for the benefit of, or composition with, its creditors or a moratorium is agreed or declared in respect of, or affecting, all or any part of its indebtedness, or
  - (d) takes any corporate action or other steps are taken or legal or other steps are taken or legal or other proceedings are satisfied for its winding up, dissolution or reorganisation other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation previously approved in writing by the Security Holder or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officers of it or any or all of its assets,
- (vii) anything analogous or having a substantially similar effect to any of the events specified in paragraphs (v) and (vi) above shall occur under the laws of any applicable jurisdiction,

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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>(viii) any guarantee, indemnity or other assurance against loss held by, or any Encumbrance granted to, the Security Holder in respect of the Secured Liabilities or any of them fails or ceases in any respect to have full force and effect or to be continuing or is terminated (or has a notice of termination or cancellation given in respect thereof) or is the subject of a Dispute or is, in the Security Holder's reasonable opinion, in jeopardy, invalid or unenforceable,</p> <p>(ix) any Encumbrance on or over the assets of any Obligor becomes enforceable and any step (including the taking of possession or the appointment of a receiver, administrator or similar person) is taken to enforce that Encumbrance,</p> <p>(x) save as agreed in writing by the Security Holder, any Obligor ceases to carry on the business it carries on at the date of entering into the Business Finance Agreement otherwise than by transferring it to a Charging Company as part of a solvent reorganisation or enters into any unrelated business,</p> <p>(xi) at any time any action, condition or thing required to be taken, fulfilled or done in order</p> <p style="padding-left: 40px;">(a) to enable any Obligor lawfully to enter into, exercise its rights under and perform and comply with its obligations under any Financing Document and any other document to be entered into pursuant thereto,</p> <p style="padding-left: 40px;">(b) to ensure that those obligations are valid, legally binding and enforceable, or</p> <p style="padding-left: 40px;">(c) to make any such Financing Document and all such other documents admissible in evidence in England and Wales and, if different, in any Obligor's jurisdiction of incorporation and any jurisdiction in which any Obligor's properties, assets or revenues may be situated,</p> <p>is not taken, fulfilled or done,</p> <p>(xii) it is not lawful or becomes unlawful for any Obligor to perform or comply with any of its obligations under any of the Financing Documents, or any such obligation ceases to be legal, valid and binding,</p> <p>(xiii) if auditors make any qualification to any Obligor's or Associate's audited accounts to the effect that such audited accounts do not reflect the financial position of such Obligor or Associate, as the case may be, to a material degree,</p> <p>(xiv) any loss, theft, damage or destruction of any one or more assets occurs which (a) materially and adversely affects the operation of an Obligor's business or (b) is material in amount and is not adequately covered by insurance,</p> <p>(xv) in the Security Holder's opinion, a material adverse change occurs in the financial condition, operations or business of the Obligors (taken together) or the Security Holder determines that any Obligor may not (or may be unable to) perform or comply with its obligations under any of the Financing Documents,</p> <p>(xvi) any change occurs in the ownership, control, constitution, composition or management of any Obligor reasonably considered by the Security Holder to prejudice the Security Holder's position,</p> <p>(xvii) if any Obligor factors or discounts its debts with another party or attempts to do so.</p> <p><b>Expenses</b> any of the following</p> <p style="padding-left: 40px;">(i) all banking, legal and other costs, charges, expenses and/or liabilities (including VAT thereon) paid or, if earlier, incurred, by or on behalf of the Security Holder or any Appointee (in each case on a full indemnity basis)</p>	

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

Please give the short particulars of the property mortgaged or charged

Short particulars

- a) in relation to the Charged Assets,
  - b) in protecting, preserving, improving, enforcing or exercising (or considering, or attempting, any of the foregoing) any rights under or pursuant to any of the Financing Documents,
  - c) in procuring the payment, performance or discharge of the Secured Liabilities, or
  - d) in stamping, perfecting or registering any of the Financing Documents (or any Encumbrance or assignment created or purported to be created pursuant thereto), and
- (ii) the principal amount of any borrowings, together with interest thereon, and all other expenses and liabilities of the Security Holder or any Appointee paid or incurred from time to time in relation to the exercise of any of their respective rights or powers referred to or contained in any of the Financing Documents

**Financing Documents** the following documents

- (i) the Business Finance Agreement,
- (ii) the GE Standard Terms,
- (iii) the Debenture,
- (vi) any assignment by way of security,
- (v) any agreement or instrument evidencing or creating an Encumbrance, guarantee, indemnity or other assurance against loss entered into by any Obligor in favour of the Security Holder,
- (vi) any deed or agreement governing or regulating the priority of Encumbrances or regulating claims of an Obligor against any other Obligor or person liable to the Security Holder in respect of the Secured Liabilities, and
- (vii) any agreement instrument, notice or certificate delivered or entered into in connection with any of the above

**Fixtures:** In relation to each Charging Company all fixtures and fittings and fixed plant and machinery on the Real Property now or in the future

**GE Standard Terms:** the terms set out in the document entitled or otherwise referred to as the GE Standard Terms

**Goods** any merchandise or materials, or where the context admits, any work or services which are the subject of a Contract of Sale

**Group** in relation to any company, that company and its Subsidiaries, its holding company (as defined in section 736 Companies Act 1985) and the Subsidiaries of that holding company,

**Intellectual Property** all the Chargor's patents (including applications, improvements, prolongations, extensions and rights to apply therefor), designs (whether registered or unregistered), copyrights, design rights, trade marks and service marks (whether registered or unregistered), utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences, sub-licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world

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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

**Inventory:** all the Chargor's inventory or stock at any time owned by it, wherever located, including all inventory or stock, merchandise, goods and other personal property which are held by or on behalf of such person for sale or lease

**Non-Vesting Debt** in relation to the Chargor (if it is a Client), any Debt to be purchased by the Security Holder under the Business Finance Agreement which either fails to vest in the Security Holder for any reason or where the assignment of that Debt to the Security Holder is void whether as between the Security Holder and the Chargor or as between the Security Holder and any third party

**Obligor** each Charging Company, each Client and any other person which has entered into any agreement or instrument evidencing or creating an Encumbrance, guarantee or other assurance against loss in respect of the obligations of any such Charging Company, Client or other such person to the Security Holder

**Other Debts** in relation to the Chargor

- (i) all present and future book and other debts due or owing to the Chargor, the proceeds of the same and all other moneys due and owing to the Chargor or which may become due and owing to it in the future,
- (ii) all moneys (including accrued and accruing interest) from time to time standing to the credit of each present and future account of the Chargor with any bank, financial institution or other person and the debts represented thereby,
- (iii) all present and future sums due or owing by way of grant, subsidy or refund by any person, body, authority or institution, and
- (iv) the benefit of all rights, securities, Encumbrances, guarantees and other assurances against loss, indemnities of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the debts, proceeds, moneys or sums referred to in any of paragraphs (i), (ii) or (iii) above,

including, in each such case, all Remittances and Associated Rights in respect thereof but excluding, in the case of the Chargor (and for the period of time it is or remains a Client)

- (i) Non-Vesting Debts, and
- (ii) any Debts whilst they remain vested in, or held on trust for, the Security Holder under the Business Finance Agreement

**Plant and Equipment** all of the Chargor's plant, machinery and other equipment (excluding the Specified Plant and Equipment) and all tools, furniture, fixtures, attachments, accessories and other tangible personal property (except Inventory and Fixtures) owned by it now or in the future and wherever located and all spare parts, replacements, modifications and additions for or to the same and any manuals, logbooks or registration documents relating thereto

**Policies** the Chargor's policies of insurance in which it is interested details of which are set out in schedule 4 to the Debenture, and any other policies of insurance in which the Chargor may now or hereafter have an interest and "Policy" shall mean each one of the Policies

**Real Property** all the Chargor's freehold and leasehold properties and other real property both present and future of the Chargor (including the property or properties specified in schedule 1 to the Debenture and set opposite its name), including all buildings and other structures from time to time erected thereon and all fixtures (trade or otherwise) from time to time thereon or therein

**Receiver** a receiver appointed under the Debenture

# 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><b>Remittances</b> all of the Chargor's (if it is a Client) cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, electronic payments, BACS, CHAPS and any other remittance or instrument of payment in whatever form received by the Security Holder, the Chargor or its agents towards discharge of a Debt</p> <p><b>Returned Goods</b> any of the Chargor's Goods relating to or purporting to comply with a Contract of Sale which any Debtor shall for any reason reject or return or attempt to reject or return to the Chargor or the Security Holder or which the Chargor or the Security Holder recovers from a Debtor</p> <p><b>Securities</b> all the Chargor's stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise (including those details which appear in schedule 2 to the Debenture) and all other interests (including, but not limited to, loan capital) both present and future held by the Chargor in any person and including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of, or incidental to, the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof</p> <p><b>Specified Plant and Equipment</b> the Chargor's plant, machinery and other equipment set opposite it's name in schedule 3 to the Debenture</p> <p><b>Supplemental Deed</b> a deed supplemental to the Debenture executed by a company in form and substance satisfactory to the Security Holder by virtue of which that company becomes bound by the Debenture in the capacity of a Charging Company</p>	



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

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

**COMPANY NO. 7167545  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE ALL ASSETS  
GUARANTEE AND INDEMNITY AND DEBENTURE DATED 4  
OCTOBER 2011 AND CREATED BY AUTOMOTIVE REPAIR  
SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OF THE OBLIGORS TO GE  
COMMERCIAL FINANCE LIMITED 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 8 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES