

# MG01

## Particulars of a mortgage or charge

COMPANIES HOUSE  
**FEE PAID**  
BELFAST

  
**Companies House**  
for the record

**A fee is payable with this form.**  
We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

✗ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s.

TUESDAY



\*J125IH5C\*

JNI 07/02/2012 #155  
COMPANIES HOUSE

JNI 01/02/2012 #154  
COMPANIES HOUSE

### 1 Company details

Company number N 1 0 1 2 7 3 4

Company name in full Agnew Autoexchange Limited (the "Company")

For official use

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→ **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 <sup>d</sup>2 <sup>d</sup>4 <sup>m</sup>0 <sup>m</sup>1 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>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 Debenture

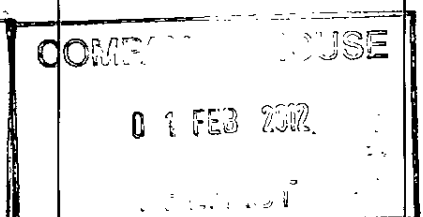
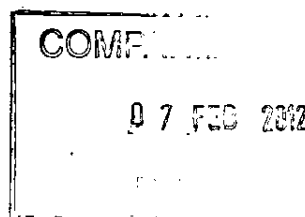
### 4 Amount secured

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

Amount secured Any liability expressed to be due, owing or payable by the Company  
under or in connection with any of the Secured Finance Documents  
(together the "Secured Liabilities")

#### Continuation page

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



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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

The Royal Bank of Scotland PLC (the "Security Agent")

Address

THE MOUND, EDINBURGH

Postcode

E H I I Y Z

Name

Address

Postcode

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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

(a) By way of Mortgage ALL THAT AND THOSE the Company's freehold and leasehold lands, hereditaments, premises, property and all chattels both present and future, including, without prejudice to the generality of the foregoing, the property, particulars of which are specified in Schedule 2 hereto (none specified), title to which is not registered or registrable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 and all chattels both present and future, including its interest in all buildings, fixtures (including, without limitation, trade fixtures) and its fixed plant and machinery from time to time thereon;

(b) By way of Charge ALL THAT AND THOSE the Company's freehold and leasehold lands, hereditaments, premises and property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including, without prejudice to the generality of the foregoing ALL THAT AND THOSE the lands, hereditaments, premises and property specified in Schedule 2 hereto (none specified) title to which is registered or registrable in the Land Registry together with all buildings, fixtures and fixed plant and machinery from time to time thereon;

(c) By way of first specific equitable charge, all estates or interests in any freehold or leasehold properties (except the legally charged properties) at the date of the Debenture or at any time thereafter during the continuance of the security created by the Debenture belonging to, or charged to, it in or over land (wherever situate) and/or the proceeds of sale thereof together with all buildings and fixtures (including trade fixtures) at any time thereon;

(d) By way of first fixed charge the Securities, Intellectual Property, Monetary Claims, Fixed Plant and Equipment, Loose Plant and Equipment, Accounts (other than the Assigned Accounts), the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, to the extent not assigned or effectively assigned by (f) (Assignments), the Specific Contracts, the Insurances, the Assigned Accounts and other agreements and all Related Rights in respect of such Charged Property, and the Company's present and future goodwill and uncalled capital.

(continued)

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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>(e) By way of first floating charge the whole of the Company's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture;</p> <p>(f) As continuing security for payment and discharge of the Secured Liabilities, the Company, as legal and beneficial owner, assigns absolutely in favour of the Lender, but subject to the right of such Company to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets: the Specific Contracts, the Insurances, the Assigned Accounts and all rights under any agreement to which it is a party and which is not mortgaged or charged under (a) to (d), together with all Related Rights in respect of such Charged Property, provided that the Company is entitled until the occurrence of an Event of Default to exercise all rights assigned under this (f) (subject to the terms of the Secured Finance Documents) and the Lender will promptly reassign any such rights to the extent necessary to enable such Company to do so.</p> <p>(g) Paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 (as amended) will apply to any floating charge created by the Debenture.</p> <p>(h) The company undertakes that it shall not create or permit to subsist any Security over any Charged Property, nor do anything else prohibited by Clause 24.13 (Negative pledge) of the Senior Facility Agreement, except as expressly permitted under the terms of the Secured Finance Documents.</p> <p>(i) The company undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by Clause 24.14 (Disposals) of the Senior Facility Agreement.</p> <p>(j) The company shall as soon as is reasonably possible take all reasonable steps required by the Lender to:-</p> <p>[i] perfect or protect the Security created or expressed to be created by the Debenture, or its priority; or</p> <p>[ii] facilitate the realisation of the Charged Property or the exercise of any rights vested in the Lender or any Receiver,</p> <p>including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Lender or its nominees or otherwise), making any registration and giving any notice, order or direction, to the extent not inconsistent with the provisions of the Secured Finance Documents.</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><b>DEFINITIONS</b></p> <p>"Account" means any account opened or maintained by the Company at any bank or financial institution.</p> <p>"Assigned Account" means any Account that may from time to time be agreed by the Lender and the Parent to be an Assigned Account.</p> <p>"Charged Property" means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Lender by or pursuant to the Debenture.</p> <p>"Event of Default" has the meaning given to that term in the Senior Facility Agreement.</p> <p>"Fixed Plant and Equipment" means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building.</p> <p>"Insurances" means any policy of insurance or assurance.</p> <p>"Intellectual Property" means any of the following:-</p> <p>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;</p> <p>(b) any invention, copyright, design right or performance right;</p> <p>(c) any trade secrets, know-how and confidential information; and</p> <p>(d) the benefit of any agreement or licence for the use of any such right.</p> <p>"Intercreditor Deed" means the intercreditor deed dated 16 December 2011 and made between (1) the Parent, (2) the Obligors, (3) the Lender, (4) The Royal Bank of Scotland plc as Syndicated Agent, (5) The Royal Bank of Scotland plc (acting as agent for National Westminster Bank Plc) and BMW Financial Services (GB) Limited (as Syndicated Creditors), (6) the Bilateral Overdraft Lender, (7) the Hedge Counterparties and (8) the Ancillary Lenders (as amended and restated on 10 January 2012).</p> <p>"Lender" includes the Lender's successors in title and any successor appointed in accordance with the Secured Finance Documents.</p> <p>(continued)</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>"Loose Plant and Equipment" means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by such Company as a capital asset which is not Fixed Plant and Equipment.</p> <p>"Monetary Claims" means all book and other debts and monetary claims now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, actual or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt.</p> <p>"Obligors" has the meaning given in the Intercreditor Deed.</p> <p>"Parent" means UAG UK Holdings Limited.</p> <p>"Receiver" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property.</p> <p>"Related Rights" means in relation to any Charged Property:-</p> <p>(a) the proceeds of sale of any part of that Charged Property;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;</p> <p>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and</p> <p>(d) any moneys and proceeds paid or payable in respect of that Charged Property.</p> <p>"Secured Finance Documents" means the Senior Finance Documents and the Hedging Agreements (as defined in the Intercreditor Deed).</p> <p>"Secured Liabilities" means any liability expressed to be due, owing or payable by the Company under or in connection with any of the Secured Finance Documents.</p> <p>"Security" means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Senior Facility Agreement" means the revolving credit facility agreement dated 10 January 2012 between, among others, the Parent and the Lender and which the Company acceded to on or about the date of this Debenture.</p> <p>(continued)</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

"Group" has the meaning given in the Intercreditor Deed.

"Security Agent" includes the Security Agent's successors in title and any successor appointed in accordance with the Secured Finance Documents.

"Shares" means all of the shares in the capital of each of the companies specified in Schedule 3 (Details of Shares) and any Shares in the capital of any other member of the Group owned by any Company or held by any nominee on behalf of any Company at any time, or in Schedule 2 (none specified) to any Deed of Accession by which a Company becomes a party to the Debenture, held by, to the order of or on behalf of, any Company at any time.

"Specific Contracts" means any Hedging Agreement (as defined in the Intercreditor Deed) and any agreement specified in Schedule 5 of the Debenture to any Deed of Accession by which the Company becomes a party to the Debenture.

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>
	<p>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:</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>
Commission allowance or discount	NIL

<b>8</b>	<b>Delivery of instrument</b>
	<p>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).</p> <p>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).</p>

<b>9</b>	<b>Signature</b>
	Please sign the form here.
Signature	<p>Signature</p> <p>X      Adam Cox      X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>

**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 **Trevor Lyle**

Company name **Arthur Cox Solicitors**

Address **Capital House, 3 Upper Queen Street**

Post town **Belfast**

County/Region **Antrim**

Postcode **B T 1 6 P U**

Country **Northern Ireland**

DX **2012NR Belfast 2**

Telephone **028 9023 0007**

**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)**





**FILE COPY**

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

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

**COMPANY NO. NI12734  
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 JANUARY  
2012 AND CREATED BY AGNEW AUTOEXCHANGE LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC  
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 7 FEBRUARY 2012**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 9 FEBRUARY  
2012**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**