

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 use
form MG01s

THURSDAY



Q1KQUWQR
QIQ 01/11/2012 #57
COMPANIES HOUSE

1	Company details	For official use
Company number	0 4 3 3 0 1 1 9	6 → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Unipart Logistics Limited (the "Company")	

2	Date of creation of charge																	
Date of creation	<table border="1"> <tr> <td>d</td><td>2</td><td>d</td><td>6</td><td>m</td><td>1</td><td>m</td><td>0</td><td>y</td><td>2</td><td>y</td><td>0</td><td>y</td><td>1</td><td>y</td><td>2</td> </tr> </table>	d	2	d	6	m	1	m	0	y	2	y	0	y	1	y	2	
d	2	d	6	m	1	m	0	y	2	y	0	y	1	y	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	ABL Share Charge made between the Company (1) Lloyds TSB Commercial Finance Limited (as "Asset Trustee") (2) (the "Charge")	

4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The Company charges by way of a first legal mortgage the entire issued share capital of Unipart Accelerated Logistics Limited (Company Number 07983082) (the "Shares") and any dividend or interest paid or payable in relation to the Shares and any right, money or property accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise (the "Related Assets") as security for the payment of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company under the Finance Documents (the "Secured Liabilities")	
		Continuation page Please use a continuation page if you need to enter more details

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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 Lloyds TSB Commercial Finance Limited (as Asset Trustee)

Address No 1 Brookhill Way, Banbury, Oxon

Postcode O X 1 6 3 E L

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 attached continuation pages

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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 (UK) LLP* X

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

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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 **Natalie Barnes**

Company name **Squire Sanders (UK) LLP**

Address **Rutland House**

148 Edmund Street

Post town **Birmingham**

County/Region

Postcode

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Country **England**

DX **708610 Birmingham 17**

Telephone **+44 (0)121 222 3000**

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 or email 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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

6.1 Security Assets

The Company charges to the Asset Trustee for the payment and discharge of the Secured Liabilities

- (a) by way of first legal mortgage the Shares and the Related Assets; and
- (b) by way of a first fixed charge the Shares and the Related Assets (to the extent that they are not the subject of a mortgage under sub-paragraph (a) above

6.2 Restrictions on dealing with Charged Assets

The Company must not (apart from Permitted Security Interest)

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset.

6.3 Voting rights

- (a) Prior to the occurrence of an Event of Default the Chargor shall be entitled to
 - (1) receive all dividends, interest and other monies arising from the Security Assets, and
 - (11) exercise (and refrain from exercising) all voting rights in relation to the Security Assets, provided that the Chargor shall not exercise such voting rights in any manner, or otherwise consent or agree to any variation of the rights attaching to or conferred by all or any part of the Security Assets or increase in the issued share capital of any company whose shares are charged pursuant to the Charge, in either case which in the opinion of the Asset Trustee acting reasonably would prejudice the value of, or the ability of the Asset Trustee to realise, this Security
- (b) After the occurrence of an Event of Default, the Asset Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise.

6.4 Further Assurances

The Company must, at its own expense, take whatever action the Asset

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Trustee or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by the Charge, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Asset Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (1) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Asset Trustee or to its nominee, or
- (11) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Asset Trustee may think expedient

Definitions

"**Credit Agreement**" means the £68,000,000 senior multicurrency term and revolving facilities agreement dated 3 October 2011 entered into between, inter alios, Unipart Group Limited (1) the companies named therein as ID Clients and Borrowers (2) the companies named therein as guarantors (3) Lloyds TSB Commercial Finance Limited and Burdale Financial Limited as joint arrangers (4) and Lloyds TSB Commercial Finance Limited as Agent, Asset Trustee and ID Trustee (5)

"**Event of Default**" shall have the meaning given to it in the Credit Agreement

"**Finance Documents**" shall have the meaning given to it in the Credit Agreement

"**Permitted Security Interest**" has the meaning given to it in the Credit Agreement

"**Receiver**" means a receiver and manager or a receiver, in each case, appointed under the Charge.

"**Security Assets**" means all assets of the Chargor the subject of any security created pursuant to Clause 2.2 (Security Assets) of the Charge

"**Security Interest**" has the meaning given to it in the Credit Agreement



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

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

**COMPANY NO. 4330119
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ABL SHARE CHARGE DATED 26
OCTOBER 2012 AND CREATED BY UNIPART LOGISTICS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY 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 1 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 NOVEMBER
2012

DX



Companies House

