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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

3111

1650846

Name of company

* Bletchley Motor Group Limited (the **Chargor**).

Date of creation of the charge

13 May 2009.

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

A Security Agreement dated 13 May 2009 between, amongst others, the Chargor
and the Override Agent (as defined below) (the **Deed**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) of each Obligor (as defined below) to any Secured Party (as
defined below) under each Secured Document (as defined below) (and
including the Pension Scheme Obligations (as defined below) in an amount
not exceeding the Pension Scheme Secured Claim (as defined below)) together
with all costs, charges and expenses incurred by any Secured Party in
connection with the protection, preservation or enforcement of its
respective rights under the Secured Documents or any other document
evidencing or securing any such liabilities (the **Secured Liabilities**).

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

The Royal Bank of Scotland plc, Level 5, 135 Bishopsgate, London as agent
and trustee for the Secured Parties (the **Override Agent**).

Postcode EC2M 3UR

Presentor's name address and
reference (if any):

Allen & Overy LLP
One Bishops Square
London
E1 6AD

CLRM/JJLL BK: 11426031

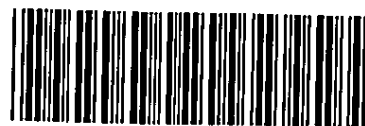
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



"L5ZV5A10"

LD6

21/05/2009

17

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets.

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

Nil.

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

Signed Allen & Overy LLP

Date 21 May 2009

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

† delete as
appropriate

Notes

- 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 and the charge was created 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 and the charge was created 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 situate 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

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Deed:

- (i) is created in favour of the Override Agent;
- (ii) is created over present and future assets of the Chargor;
- (iii) is security for the payment of all the Secured Liabilities; and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) If the rights of the Chargor:

- (i) under a document cannot be secured without the consent of a party to that document; or
- (ii) in respect of any shares it holds in PPH0 Limited or Reg Vardy (VMC) Limited cannot be secured without the consent of the other shareholder in PPH0 Limited or Reg Vardy (VMC) Limited as appropriate:
 - (A) the Chargor must notify the Override Agent promptly;
 - (B) this Security will secure all amounts which the Chargor may receive, or has received, under that document or any shares it holds in PPH0 Limited or Reg Vardy (VMC) Limited but exclude the document itself or any shares it holds in PPH0 Limited or Reg Vardy (VMC) Limited; and
 - (C) unless the Override Agent otherwise requires, the Chargor must use all reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed or the consent of the other shareholders in PPH0 Limited or Reg Vardy (VMC) Limited as appropriate in respect of any shares the Chargor holds in PPH0 Limited or Reg Vardy (VMC) Limited being secured under the Deed.

(c) The Override Agent holds the benefit of the Deed on trust for the Secured Parties.

1.2 Land

(a) The Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property (excluding any such estates or interests situated in Scotland) now owned by it; this includes the real property specified in Schedule 1 (Real Property) to this Form 395 opposite its name (except in relation to any lease between the Chargor and a PropCo JV Entity and any rack rented leases entered into by the Chargor); and
- (ii) (to the extent that they are not the subject of a mortgage under paragraph (a)(i) of subclause 2.2 (Land) of the Deed) by way of first fixed charge all estates or interests in any freehold or leasehold property (except in relation to any lease between the Chargor and a PropCo JV Entity and any rack rented leases entered into by the Chargor).

- (b) A reference in subclause 2.2 (Land) of the Deed to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Investments

- (a) The Chargor charges:
- (i) by way of a first equitable mortgage all shares in any member of the Group (other than itself), Reg Vardy (VMC) Limited and PPH0 Limited owned by it or held by any nominee on its behalf, including shares in the companies listed in Schedule 5 (Shares) to this Form 395 opposite its name; and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (a)(i) of subclause 2.3 (Investments) of the Deed) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) Subject to subclause 6.8 (Transfer of Investments) of the Deed, the Override Agent has the right to convert the equitable mortgage granted by the Chargor under paragraph (a)(i) of subclause 2.3 (Investments) of the Deed into a legal mortgage at any time on written notice to the Chargor and the Chargor shall take all action necessary to effect such conversion.
- (c) A reference in subclause 2.3 (Investments) of the Deed to a mortgage or charge of any stock, share, debenture, bond or other security includes:
- (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

1.5 Restricted credit balances

The Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any Restricted Account and the debt represented by it.

1.6 Credit balances

The Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any bank account held with any bank in its name, and the debt represented by it.

1.7 Book debts etc.

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts; and
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) of subclause 2.7 (Book debts etc.) of the Deed.

1.8 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; this includes the contracts and policies of insurance specified in Schedule 4 (Insurances) to this Form 395.

1.9 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) the agreements specified in Schedule 3 (Relevant Contracts) to this Form 395 opposite its name; and
- (b) any other agreement to which the Chargor is party which the Override Agent designates a Relevant Contract (as defined in subclause 9.1 (General) of the Deed).

1.10 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents, trademarks, copyright and database rights specified in Schedule 2 (Specific Intellectual Property Rights) to this Form 395;
- (b) the domain names specified in Schedule 2 (Specific Intellectual Property Rights) to this Form 395, so far as this is permitted by the terms of the relevant contract between the Chargor and Registrar;
- (c) any copyright or other intellectual property monopoly right; and
- (d) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

1.11 Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) of subclause 2.11 (Miscellaneous) of the Deed; and
- (e) its uncalled capital.

1.12 Floating charge

- (a) The Chargor charges by way of a first floating charge:
 - (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 (Creation of Security) of the Deed; and
 - (ii) all its Scottish Assets.
- (b) Except as provided below, the Override Agent may by notice to the Chargor convert the floating charge created by the Chargor under subclause 2.12 (Floating charge) of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Override Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by subclause 2.12 (Floating charge) of the Deed may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by subclause 2.12 (Floating charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Override Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by subclause 2.12 (Floating charge) of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (f) Paragraphs (b) and (d) of subclause 2.12 (Floating charge) of the Deed will not apply to any Security Assets situated in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion.

1.13 OEM Financing Agreements and Permitted Stocking Finance Agreements

For the avoidance of doubt, the security created under the Deed does not purport to cover any asset, right or benefit which is the property of:

- (a) an OEM pursuant to any dealer or franchise agreement entered into by the Chargor and an OEM;
- (b) an OEM Financier pursuant to any OEM Financing Agreement; or
- (c) a Stocking Finance Provider pursuant to any Permitted Stocking Finance Agreement.

2. RESTRICTIONS ON DEALINGS

The Chargor may not:

- (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,
- except as expressly allowed under the Override Agreement.

3. VOTING RIGHTS

(a) Before this Security becomes enforceable:

- (i) the voting rights, powers and other rights in respect of the Investments of the Chargor must (if exercisable by the Override Agent) be exercised in any manner which the Chargor may direct in writing; and
- (ii) all dividends or other income paid or payable in relation to any Investments of the Chargor must be paid directly to the Chargor.

The Chargor must indemnify the Override Agent against any loss or liability incurred by the Override Agent as a consequence of the Override Agent acting in respect of the Investments on the direction of the Chargor.

- (b) The Chargor may not exercise its voting rights, powers and other rights in respect of its Investments in any way which is reasonably likely to be materially prejudicial to the validity or enforceability of the security created under the Deed or would impair the value of the Investments charged under the Deed.
- (c) After this Security has become enforceable, the Override Agent 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 Investment of the Chargor, any person who is the holder of any Investment of the Chargor or otherwise.

4. FURTHER ASSURANCES

The Chargor will promptly, at its own expense, take whatever action the Override Agent may reasonably specify (and in such form as the Override Agent may reasonably require in favour of the Override Agent or its nominee(s)) or a Receiver may require for:

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

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Override Agent or to its nominee(s); or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Override Agent may think expedient.

5. CONSTRUCTION

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in the Deed, the same meaning in the Deed.
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to the Deed as though they were set out in full in the Deed, except that references to the Intercreditor Agreement will be construed as references to the Deed.
- (c)
 - (i) The term **Secured Document** includes all amendments and supplements including supplements providing for further advances; and
 - (ii) the term **this Security** means any security created by the Deed.
- (d) Any covenant of the Chargor under the Deed (other than a payment obligation) remains in force during the Security Period.
- (e) The terms of the other Secured Documents and of any side letters between any Parties in relation to any Secured Document are incorporated in the Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in the Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Override Agent considers that an amount paid to a Secured Party under a Secured Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

In this Form 395:

Accession Agreement means an agreement by which a person becomes a party to the Intercreditor Agreement, substantially in the form of schedule 3 (Form of Accession Agreement) of the Intercreditor Agreement with such amendments as the Override Agent may approve or reasonably require.

Account Bank means, in relation to a Restricted Account, the bank with which the Restricted Account is maintained.

Additional Borrower means a member of the Group which becomes a Borrower after the date of the Override Agreement.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Override Agreement.

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

Barclays/Penegon Facility means the facility of up to £23,500,000 made available under the facility letter entered or to be entered into on or about the date of the Override Agreement between Penegon Netherlands B.V. as borrower and Barclays Bank PLC as lender.

Barclays/PNAAI Facility means the facility of up to US\$18,000,000 made available under the facility letter entered or to be entered into on or about the date of the Override Agreement between PNAAI as borrower and Barclays Bank PLC as lender.

Borrower means the Company, an Additional Borrower or an Entity Borrower.

C D Bramall Dealerships Limited Pension Scheme means the pension scheme known as the C D Bramall Dealerships Limited Pension Scheme which is governed by a trust deed dated 23 February 1998 and the rules adopted under that trust deed, in each case as subsequently amended.

C D Bramall Pension Scheme means the pension scheme known as the C D Bramall Pension Scheme which is governed by a trust deed dated 3 September 1993 and the rules adopted under that trust deed, in each case as subsequently amended.

CD Bramall Pension Trustee means CD Bramall Pension Trustee Limited (registered number 01347390) as sole trustee of the C D Bramall Dealerships Limited Pension Scheme, the C D Bramall Pension Scheme and the CD Bramall Retirement Benefit Scheme.

C D Bramall Retirement Benefit Scheme means the retirement benefit scheme known as the C D Bramall Retirement Benefit Scheme which is governed by a trust deed dated 10 June 1997 and the rules adopted under that trust deed, in each case as subsequently amended.

Company means Pendragon PLC (registered number 02304195).

Compliance Certificate means a certificate substantially in the form of schedule 9 (Form of Compliance Certificate) of the Override Agreement setting out, among other things, calculations of the financial covenants set out in clause 18 (Financial covenants) of the Override Agreement.

Effective Date means the date on which the Override Agent notifies the Company and the other Senior Creditors under paragraph (a) of clause 2 (Effective Date) of the Override Agreement.

Effective Date Warrant Documents means the warrant instrument entered or to be entered into between the Company, the Lenders and the Noteholders provided to the Override Agent under part 1 of schedule 4 (Condition precedent documents) of the Override Agreement and any other document or agreement entered into or executed in connection with that instrument or the rights set out in that instrument.

Entity Borrower means each Obligor which is a party as a borrower under an Entity Priority Facility.

Entity Priority Facility means the Barclays/Penegon Facility or the Barclays/PNAAI Facility.

Entity Priority Facility Agreement means each entity priority facility agreement listed in part 2 of schedule 2 (Facilities and Exposures) of the Intercreditor Agreement under the heading **Entity Priority Facility Agreements**.

Entity Priority Finance Document means each Entity Priority Facility Agreement and each document that is a Finance Document (as defined in each Entity Priority Facility Agreement) under each Entity Priority Facility Agreement as at the date of the Intercreditor Agreement or is designated a Finance Document (as defined in each Entity Priority Facility Agreement) after the date of the Intercreditor Agreement with the consent of the Override Agent (acting on the instructions of the Majority Creditors).

Event of Default means an event or circumstance specified as such in clause 20 (Default) of the Override Agreement.

Existing Agent means The Royal Bank of Scotland plc as facility agent under the Syndicated Facility Agreement.

Existing Facility Agreement means each existing facility agreement and note purchase agreement listed in part 1 of schedule 2 (Facilities and Exposures) of the Intercreditor Agreement and any Notes issued pursuant to those note purchase agreements.

Existing Issuing Bank means The Royal Bank of Scotland plc as the existing issuing bank under the Syndicated Facility Agreement.

Fee Letter means any letter entered into by reference to the Override Agreement between the Override Agent and the Company setting out the amount of certain fees referred to in the Override Agreement.

German Security Trust Agreement means the security trust agreement governed by the laws of Germany between, among others, the Secured Parties, each provider of a German law governed security interest and the Override Agent pursuant to which, *inter alia*, the Override Agent is appointed to act as trustee (*Treuhänder*) in relation to any German law governed Security Interests for the Secured Parties.

Group means the Company and its Subsidiaries (other than, to the extent that they constitute Subsidiaries of the Company, Reg Vardy (VMC) Limited and the PropCo JV Entities).

Guarantee Agreement means each guarantee agreement entered or to be entered into by a US Obligor in connection with the Override Agreement and delivered to the Override Agent under part 1 of schedule 4 (Conditions precedent documents) of the Override Agreement.

Guarantor means an Original Guarantor or an Additional Guarantor.

Holding Company of any other person, means a person in respect of which that other person is a Subsidiary.

Intercreditor Agreement means the intercreditor agreement dated 30 April 2009 between (among others) the Chargor, the Participating Creditors, the Pension Trustees and the Override Agent.

Investments means:

- (a) the Shares;
- (b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of **Security Assets** in subclause 1.1 (Definitions) of the Deed and charged by virtue of subclause 2.3 (Investments) of the Deed;
- (c) any dividend or interest paid or payable in relation to any of the above; and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

Issuing Bank means the Existing Issuing Bank or the New Issuing Bank and, where the context so admits or requires, includes both of them.

Lender has the meaning given to it in the Syndicated Facility Agreement.

Majority Creditors means, at any time, a group of Participating Creditors who together represent more than 66⅔ per cent. of the aggregate of:

- (a) the principal amount of the Notes then outstanding;
- (b) the drawn and undrawn Revolving Facility Total Commitments at that time; and
- (c) the principal amount of the Term Loans then outstanding,

provided that, in order for that majority to be effective, the group must also include:

- (i) a Noteholder or Noteholders who together hold more than 66⅔ per cent. in principal amount of the Notes outstanding at that time (and for these purposes converting all Notes denominated in US Dollars to Sterling using the Pounds Sterling Equivalent (exclusive of Notes then owned by the Company or any of its Affiliates)); and
- (ii) a Lender or Lenders who together hold more than 66⅔ per cent. of the aggregate principal amount of the outstanding Term Loans and the drawn and undrawn Revolving Facility Total Commitments at that time.

Make-Whole Amount has the meaning given to it, as at the date of the Intercreditor Agreement, in (and will be calculated in accordance with the relevant provisions of) the relevant Note Agreement.

Make-Whole Notes has the meaning given to it in clause 11 (Make-Whole Amount under the Notes) of the Override Agreement.

New Issuing Bank means Barclays Bank PLC as an additional issuing bank under the Syndicated Facility Agreement.

Note means each note issued under a Note Agreement.

Note Agreement means the US Dollar Note Agreement and the Sterling Note Agreement.

Note Documents means the Note Agreements, the Notes, any Make-Whole Notes and the Subsidiary Guarantee Agreements.

Noteholders has the meaning given to it in each Note Agreement.

Obligor means a Borrower or a Guarantor.

Original Guarantor means the persons listed in part 1 of schedule 1 (Original Parties) of the Override Agreement as original guarantors.

Original Participating Creditor means the financial institutions and other institutions listed in part 2 of schedule 1 (Original Parties) of the Intercreditor Agreement as participating creditors.

Override Agreement means the override agreement dated 30 April 2009 between (among others) the Chargor, the Participating Creditors and the Override Agent.

OEM means an original equipment manufacturer which supplies the Group with vehicle stock.

OEM Financier means any provider of finance in connection with arrangements of a member of the Group with an OEM or which is a preferred provider of finance for an OEM and which permits the Group to make payments for vehicle stock on deferred purchase terms.

OEM Financing Agreement means a vehicle stocking finance agreement between a member of the Group and an OEM Financier.

Participating Creditor means:

- (a) an Original Participating Creditor; and
- (b) any person which becomes a party to the Intercreditor Agreement as a Participating Creditor in accordance with clause 22.5 (Secured Parties) of the Intercreditor Agreement.

Party means a party to the Deed.

Pendragon Pension Plan means the pension plan known as the Pendragon Pension Plan which is governed by a trust deed dated 9 March 2004 and the rules adopted under that trust deed, in each case as subsequently amended.

Pendragon Pension Trustee means Pendragon Pension Trustees Limited (registered number 02373601) as sole trustee of the Pendragon Pension Plan.

Pension Scheme Obligation means all amounts (excluding prospective or contingent amounts except that, where circumstances have arisen where a debt may become due and payable by an Obligor under section 75 or 75A of the Pensions Act 1995, that amount shall be treated as being due and payable for the purpose of this definition and shall not be treated as being either prospective or contingent) payable or owing by any Obligor to any Pension Scheme or arising under statute or in connection with any documentation entered into in connection with any Pension Scheme.

Pension Scheme Secured Claim means, at any relevant time when required to be calculated for the purposes of the Intercreditor Agreement, an amount constituted from Pension Scheme Obligations calculated *pro rata* and *pari passu* across all of the Pension Schemes not exceeding £64,100,000 in aggregate.

Pension Schemes means the Pendragon Pension Plan, the Quicks Pension Scheme, the Reg Vardy Limited Retirement Scheme, the C D Bramall Pension Scheme, the C D Bramall Dealerships Limited Pension Scheme and the C D Bramall Retirement Benefit Scheme.

Pension Trustee means the Pendragon Pension Trustee, the Quicks Pension Trustee, the Reg Vardy Pension Trustee or the C D Bramall Pension Trustee.

Permitted Joint Venture means:

- (a) the joint venture constituted under the joint venture agreement dated 14 August 2008 (as amended) between General Motors UK Limited, Reg Vardy Limited and Reg Vardy (VMC) Limited; and
- (b) the joint venture constituted under the joint venture agreement dated 31 October 2005 (as amended) between Pendragon Group Services Limited, Natwest Property Investments Limited and the Company relating to PPH0 Limited.

Permitted Stocking Finance Agreement means:

- (a) a vehicle stocking finance agreement entered into by members of the Group incorporated in the UK only and relating to vehicles acquired in the UK only under which 80 per cent. or more of the cost of each vehicle is financed under the facility evidenced by the relevant agreement; and
- (b) a vehicle stocking finance agreement entered into by members of the Group incorporated or formed (as applicable) in the US only and relating to vehicles acquired in the US only under which 65 per cent. or more of the cost of each vehicle is financed under the facility evidenced by the relevant agreement.

Pounds Sterling Equivalent has the meaning given to it in the Sterling Note Agreement, being a rate of US\$1.903 to £1.00.

Propco Administration Services and Property Management Agreement has the meaning set out in Schedule 3 (Relevant Contracts) to this Form 395.

PropCo JV Entity means each of PPH1 Limited, PPH2 Limited and PPH0 Limited as the joint venture companies set up in connection with the Permitted Joint Venture referred to in paragraph (b) of that definition.

Quicks Pension Scheme means the pension scheme known as the Quicks Pension Scheme which is governed by a trust deed dated 14 January 2005 and the rules adopted under that trust deed, in each case as subsequently amended.

Quicks Pension Trustee means Quicks Pension Trustees Limited (registered number 05287806) as sole trustee of the Quicks Pension Scheme.

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed.

Reg Vardy Limited Retirement Scheme means the retirement scheme known as the Reg Vardy Limited Retirement Scheme which is governed by a trust deed dated 11 December 1991 and the rules adopted under that trust deed, in each case as subsequently amended.

Reg Vardy Pension Trustee means RV Pensions Limited (registered number 00784009) as sole trustee of the Reg Vardy Limited Retirement Scheme.

Registrar means each of those entities specified in Schedule 2 (Specific Intellectual Property Rights) to this Form 395 identified as Registrars.

Relevant Contract means:

- (a) an agreement specified in Schedule 3 (Relevant Contracts) to this Form 395; and

- (b) any other agreement to which the Chargor is a party (and notified to the Override Agent under subclause 9.4(c) (Other undertaking) of the Deed) and which the Override Agent and the Company (acting reasonably) has designated a Relevant Contract.

Restricted Account means the account held with The Royal Bank of Scotland plc in the name of the Company with sort code 60-12-01 and account number 25320785 and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

Revolving Facility means Facility A made available under the Syndicated Facility Agreement in accordance with the terms of the Override Agreement.

Revolving Facility Commitment means a Facility A Commitment as defined in the Syndicated Facility Agreement.

Revolving Facility Total Commitments means, at any time, the aggregate of the Revolving Facility Commitments of all the Lenders under the Revolving Facility, being £210,000,000 as at the Effective Date.

Scottish Assets means such of the undertaking, property and assets, present and future of the Chargor:

- (a) which is from time to time located in Scotland;
- (b) which is/are contractual and other rights (including without limitation incorporeal moveable property) which is/are governed by the laws of Scotland; and/or
- (c) where the creation and/or enforcement of any Security over such undertaking, property and assets is governed by the laws of Scotland.

Secured Document means each Transaction Document and each Entity Priority Finance Document.

Secured Party means a Senior Creditor or a Pension Trustee.

Security means any security created by a Security Document.

Security Agreement means each document listed in part 1 of schedule 4 (Conditions precedent documents) of the Override Agreement under the heading **Security Agreements** which, for the avoidance of doubt, includes the Deed.

Security Assets means all assets of the Chargor the subject of any security created by the Deed.

Security Document means:

- (a) each Security Agreement; and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Secured Party under the Secured Documents.

Security Interest means any mortgage, Standard Security, pledge, lien, charge, assignment, assignation, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Security Period means the period beginning on the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Senior Creditor means:

- (a) a Participating Creditor;
- (b) (unless the context otherwise requires) the Existing Agent;
- (c) (unless the context otherwise requires) the Override Agent; or
- (d) (unless the context otherwise requires) an Issuing Bank.

Senior Finance Document means:

- (a) the Intercreditor Agreement;
- (b) the Override Agreement;
- (c) a Security Document;
- (d) a Guarantee Agreement;
- (e) a Warrant Document;
- (f) a Fee Letter;
- (g) the German Security Trust Agreement;
- (h) an Accession Agreement;
- (i) an accession agreement to the Override Agreement;
- (j) a Compliance Certificate; and
- (k) any other document designated as such by the Override Agent and the Company.

Shares means all of the issued share capital of each company referred to in Schedule 5 (Shares) to this Form 395, under the heading "Company in which shares held" opposite the name of the Chargor.

Standard Security means a standard security under Part II of the Conveyancing and Feudal Reform (Scotland) Act 1970.

Sterling or £ means the lawful currency of the UK.

Sterling Note Agreement means the note purchase agreement dated as of 25 February 2004 between the Company and the purchasers named therein in respect of the £17,000,000 6.66% Guaranteed Senior Notes, Series C due 25 February 2014 of the Company.

Stocking Finance Provider means Lombard North Central PLC, First Hawaiian Bank, Ford Motor Credit Company, dba Land Rover Capital Group and any other vehicle stocking finance provider which enters into or has entered into a Permitted Stocking Finance Agreement with a member of the Group in the ordinary course of business.

Subsequent Warrant Documents means the warrant instrument in the agreed form entered or to be entered into between the Company, the Lenders and the Noteholders if required under clause 13 (Warrants) of the Override Agreement and any other document or agreement entered into or executed in connection with that instrument or the rights set out in that instrument.

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

Subsidiary Guarantee Agreement has the meaning given to it in each Note Agreement.

Syndicated Facility Agreement means the £750,000,000 credit agreement dated 3 December 2005 between, among others, the Company and the Existing Agent.

Term Loan means a Facility B Loan as defined in the Syndicated Facility Agreement.

Transaction Document means:

- (a) each Senior Finance Document;
- (b) each Existing Facility Agreement (other than the Note Agreements and the Notes);
- (c) each Note Document;
- (d) each document that has been designated a Finance Document (as defined in each Existing Facility Agreement) under each Existing Facility Agreement in accordance with the Senior Finance Documents; and
- (e) any other document designated as such by the Override Agent and the Company.

UK means the United Kingdom.

US means the United States of America.

US Dollar Note Agreement means the note purchase agreement dated as of 25 February 2004 between the Company and the purchasers named therein in respect of: (a) the US\$110,000,000 5.65% Guaranteed Senior Notes, Series A due 25 February 2011; and (b) the US\$67,000,000 5.95% Guaranteed Senior Notes, Series B due 25 February 2014.

US Dollars or **US\$** means the lawful currency of the US.

US Obligor means an Obligor formed or incorporated under the laws of the US or any State of the US (including the District of Columbia).

Warrant Documents means the Effective Date Warrant Documents and the Subsequent Warrant Documents.

SCHEDULE 1**REAL PROPERTY**

| Property Description | Registered Proprietor | Title Number(s) |
|--|---|------------------------|
| Land and buildings of the East of Southam Road, Banbury | Reg Vardy (Property Management) Limited | ON155471 |
| Land at Southam Road, Banbury | Reg Vardy (Property Management) Limited | ON258377 |
| Land and buildings lying to the east side of Bradford Road, Batley | C D Bramall Motors Limited | WYK485691 |
| Cantiflex Works, Bradford Road, Batley | C D Bramall Motors Limited | WYK550553 |
| Land on the east side of Bradford Road, Batley | C D Bramall Motors Limited | WYK485690 |
| Land on the East side of Bristol Street, Birmingham | Evans Halshaw (Midlands) Limited | WM418762 |
| Land on the North side of Bog Lane, Ouston, Birtley (DH3 2AF) | Petrogate Limited | DU81734 |
| Land on the East side of Whitebirk Drive, Blackburn | Petrogate Limited | LA865325 |
| Land on the north side of Tyne Street, Blaydon | Reg Vardy (Property Management) Limited | TY312618 |
| Land on the East side of Manor Way, Borehamwood | Petrogate Limited | HD262322 |
| Manor Way 1, Borehamwood (WD6 1QB) | Petrogate Limited | HD381836 |
| Land and buildings lying to the West of Ripon Way, Borehamwood | Petrogate Limited | HD139043 |
| 57 High Street, Boston | Pendragon Motor Group Limited | LL133548 |
| Premier Garage, Bretton, Flint, Bretton | Quicks Finance Limited | WA543704 |
| Land lying to the north east of Crostons Road, Bury | Pendragon Property Holdings Limited | MAN55690 |

| Property Description | Registered Proprietor | Title Number(s) |
|---|---|----------------------|
| Irwell Bridge Mills, Lower Woodhill Road, Bury (BL8 1AA) | Andre Baldet Limited | MAN48830 |
| 505 Newport Road, Cardiff (CF23 9UE) | Evans Halshaw (Cardiff) Limited | WA216844 |
| Land and buildings on the north side of Norwich Road, Cardiff | Evans Halshaw (Cardiff) Limited | WA216846 |
| Land and building on the north side of Norwich Road, Cardiff | Evans Halshaw (Cardiff) Limited | WA295946 |
| Land on the north side of Sealand Road Chester | Pendragon Property Holdings Limited | CH265625 |
| The Potteries, Pottery Lane, Whittington Moor, Chesterfield | Pendragon Property Holdings Limited | DY115667 DY104927 |
| Land and buildings on the east side of Bolton Street, Chorley | Evans Halshaw Motors Limited | LA827302 |
| 17 Allington Way Darlington | Reg Vardy (Property Management) Limited | DU49020 |
| Land and buildings on the North side of Downing Road, Derby | Pendragon Motor Group Limited | DY299801 |
| 101 Bradford Road, Dewsbury (WF13 2EW) | Petrogate Limited | WYK381741 |
| Land adjoining 101 Bradford Road, Dewsbury | Petrogate Limited | WYK670858 |
| Land and buildings lying on the North side of Sunderland Road, Gilesgate Moor, Durham | Reg Vardy (Property Management) Limited | DU192802 |
| Land lying on the North side of Sunderland Road, Gilesgate Moor, Durham | Reg Vardy (Property Management) Limited | DU204680 |
| Land on the north side of Park Road, Gateshead | CD Bramall Dealerships Limited | TY258000 |
| J & H Quick Ltd, Brookfield, Glossop (SK13 6JF) | Bramall Quicks Dealerships Limited | DY261518 |

| Property Description | Registered Proprietor | Title Number(s) |
|--|---|----------------------|
| Land and buildings on the Western side of Great North Road, Grantham | Pendragon Property Holdings Limited | LL56241 |
| Land on the south west side of Yates Street, Hanley | Evans Halshaw (Midlands) Limited | SF293495 |
| Spacey House Hotel, Pannal Ash, Harrogate (HG3 1LG) | Reg Vardy (Property Management) Limited | NYK244414 |
| Land and buildings on the north west side of Princess Royal Way, Spacey House, Pannal, Harrogate | Reg Vardy (Property Management) Limited | NYK192683 |
| Land on the north west side of Princess Royal Way, Spacey House, Pannal, Harrogate | Reg Vardy (Property Management) Limited | NYK217490 |
| Land and buildings at Union Street, Huddersfield | Trust Properties Limited | WYK593877 |
| Land on the West side of Courtney Street, Kingston upon Hull | Andre Baldet Limited | HS171186 |
| Land on the Southwest side of Courtney Street, Kingston upon Hull | Andre Baldet Limited | HS171081 |
| Unit H, Citadel Trading Park, Citadel Way, Kingston upon Hull (HU9 1TQ) | Alloy Racing Equipment Limited | HS307933 |
| Stanford Road Garage, Stamford Road, Kettering | Andre Baldet Limited | NN143944 |
| Land on the west side of Melton Road, Leicester | C D Bramall Motors Limited | LT22776 |
| Land lying to the south west of Melton Road, Leicester | C D Bramall Motors Limited | LT78435 |
| Land lying to the South of Uxbridge Road, Leicester | Pendragon Property Holdings Limited | LT376318 |
| Land lying to the East of Pentrebach Road, Pentrebach, Merthyr Tydfil | Evans Halshaw Motors Limited | WA867870 WA795257 |
| Land and buildings on the east side of Pentrebach Road | Evans Halshaw Motors Limited | WA873983 |

| Property Description | Registered Proprietor | Title Number(s) |
|--|---|-----------------|
| Land lying to the west of Cargo Fleet Lane, Middlesbrough | Reg Vardy (Property Management) Limited | CE126058 |
| Cannon Park Garage, Newport Road, Middlesbrough | Reg Vardy (Property Management) Limited | CE141364 |
| Cannon Park Garage, Newport Road, Cannon Park, Middlesbrough | Reg Vardy (Property Management) Limited | CE6170 |
| Land on the south side of Thornton Road, Pickering | Petrogate Limited | NYK84904 |
| Land on the south side of Plymouth Avenue, Pinxton | Bridgegate Limited | DY57249 |
| Land and buildings on the west side of Cot Hill, Plympton, Plymouth | C D Bramall Dealerships Limited | DN138984 |
| Brammall Allens, Saltash Parkway Industrial Estate, Saltash (PL12 6LF) | C D Bramall Dealerships Limited | CL40627 |
| Land on the North East side of Orgreave Drive, Sheffield | Chatfields Martin-Walter Limited | SYK971 |
| The Old Rectory, Shelsley Walsh, Worcester, (WR6 6RP) | Reades of Telford Limited | WR64773 |
| 367 to 373 Odd Numbers Bath Road, Cippenham, Slough | Pendragon Property Holdings Limited | BK244217 |
| 367 to 373 Bath Road, Bath Road, Cippenham, Slough | Pendragon Property Holdings Limited | BK236704 |
| Land on the South West side of Stratford Road, Shirley, Solihull | Evans Halshaw Motors Limited | WM671445 |
| Land on the East side of Ashley Road, St. Albans | Andre Baldet Limited | HD334452 |
| 1 Brick Knoll Park, Ashley Road, St. Albans (AL1 5UG) | Petrogate Limited | HD102247 |
| Land on the north east side of St. Marys Way, Stockport | Pendragon Property Holdings Limited | GM497831 |
| Land on the north west side of Mersey Street, Stockport | Pendragon Property Holdings Limited | GM955423 |

| Property Description | Registered Proprietor | Title Number(s) |
|--|---|----------------------|
| Land lying to the East of Fenny Road, Stoke Hammond | Petrogate Limited | BM92067 |
| Apex House, Hagley Road and Union Street, Stourbridge | Bramall Quicks Dealerships Limited | WM563040 |
| 24 Union Street, Stourbridge (DY8 1PJ) | Pendragon Property Holdings Limited | WM722371 |
| Land and buildings on the east side of Union Street, Stourbridge | Pendragon Property Holdings Limited | WM722368 |
| Stoneygate Service Station, Stoneygate, Houghton le Spring, Sunderland | Reg Vardy (Property Management) Limited | TY275752 |
| Land and buildings on the North West side of Durham Road, Houghton le Spring, Sunderland | Reg Vardy Limited | TY12063 |
| Land on the south east side of Durham Road, Stoneygate, Houghton le Spring, Sunderland | Reg Vardy (Property Management) Limited | TY275756 |
| Land on the east side of Durham Road, Stoneygate Houghton le Spring, Sunderland | Reg Vardy (Property Management) Limited | TY232260 |
| Land and buildings on the South side of Riverside Road, Southwick, Sunderland | Reg Vardy Limited | TY142589 |
| Land lying to the north of High Lane, Houghton le Spring, Sunderland | Pendragon Property Holdings Limited | TY335389 |
| Unit A, Arena Business Park, Rainton Bridge, Sunderland | Reg Vardy (Property Management) Limited | TY373772 |
| Land lying to the north east of Ferryboat Lane, Castletown, Sunderland | Reg Vardy (Property Management) Limited | TY271213 |
| Land on the East Side of Dene Road, Sunderland | Reg Vardy (Property Management) Limited | TY197548 |
| Unit 1, Park Pavilions, Site 10, Phoenix Way, Swansea Enterprise Park, Swansea | Pendragon Motor Group Limited | WA779049 WA779650 |

| Property Description | Registered Proprietor | Title Number(s) |
|---|---|-----------------|
| Land and buildings on the east side of Doncaster Road, Wakefield | C D Bramall Dealerships Limited | WYK311334 |
| Pendragon Contracts Ltd, Cranfield Road, Wavendon (MK17 8LQ) | Petrogate Limited | BM92370 |
| Land on the East side of Cranfield Road, Wavendon | Petrogate Limited | BM276351 |
| 37/43 Chapel Ash, Wolverhampton | Pendragon Motor Group Limited | WM462518 |
| Land adjoining 57 Birmingham Road, Wolverhampton | Reg Vardy (Property Management) Limited | WM148130 |
| Land fronting Birmingham Road and Cartwright Street, Wolverhampton | Reg Vardy (Property Management) Limited | WM481337 |
| Land to the North of Cartwright Street, Wolverhampton | Reg Vardy (Property Management) Limited | WM498619 |
| Land lying to the South of Parkfield Road, Ettingshall, Wolverhampton | Reg Vardy (Property Management) Limited | SF68704 |
| Worfield Garage Bridgnorth Road, Worfield, Bridgnorth (WV15 5NR) | C D Bramall Dealerships Limited | SL103623 |
| Land on the north side of Retford Road, Worksop | Plumtree Motor Company Limited | NT244756 |
| Land and building on the south side of Usworth Road, Hartlepool | Reg Vardy (Property Management) Limited | CE137412 |
| 5 Bowling Old Lane, (BD5 7JL), Bradford | Petrogate Limited | WYK581465 |
| 7 Chandos Cinema, Chandos Road, Buckingham (MK18 1EB) | Pendragon Property Holdings Limited | BM118232 |
| Land and buildings on the north side of Burlington Street, Chorley | Evans Halshaw Motors Limited | LA833051 |
| Land on the West side of East Mount Road, Darlington | Reg Vardy (Property Management) Limited | DU148057 |

| Property Description | Registered Proprietor | Title Number(s) |
|---|---|-----------------|
| Land on the North side of Chestnut Street, Darlington | Reg Vardy (Property Management) Limited | DU45499 |
| Land on the north side of South Street, Middleton on the Wolds, Driffield | Petrogate Limited | HS74781 |
| Driffield Land Rover, Chapel Lane, Middleton on the Wolds, Driffield | Petrogate Limited | HS123753 |
| Central Garage Front Street, Middleton on the Wolds and land and buildings on the North West side of Front Street, Driffield (YO25 9UA) | Petrogate Limited | HS31051 |
| Land and buildings on the south east side of Hepburn Gardens, Felling, Gateshead | Reg Vardy (Property Management) Limited | TY196363 |
| Land on the South side of Shearlegs Road and the East side of Park Road, Gateshead | Reg Vardy (Property Management) Limited | TY247316 |
| Hetton Lyons Industrial Estate, Colliery Lane, Hetton le Hole, Houghton le Spring | Reg Vardy (Property Management) Limited | TY335820 |
| Guy Coatings Buildings, Hetton le Hole, Houghton le Spring | Reg Vardy (Property Management) Limited | TY393375 |
| Land and buildings on the North West side of Holderness, Kingston upon Hull | C D Bramall Motor Group Limited | HS37187 |
| Land and buildings on the West side of Brighton Street, Kingston upon Hull | Petrogate Limited | HS251335 |
| Land on the west side of Freightliner Road, Brighton Street Industrial Estate, Hull | Petrogate Limited | HS222942 |
| Land on the North side of Barrack Road, Leeds | Reg Vardy (Property Management) Limited | WYK558784 |
| Land lying to the South East of Gelderd Road, Mill Green, Leeds | Derwent Vehicles Limited | WYK171750 |
| Land on the West side of Harding Street, Leicester | Reg Vardy (Property Management) Limited | LT172980 (FH) |

| Property Description | Registered Proprietor | Title Number(s) |
|--|--|---|
| 24 and 26 Old Mill Lane, Leicester | Reg Vardy (Property Management) Limited | LT10657 (FH) |
| Land on the North East of Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT174313 (FH) |
| Land in Court D, Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT16296 |
| 55 Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT45739 |
| land on the north west side of Harding Walk, Leicester | Reg Vardy (Property Management) Limited | LT74234 |
| 17 and 19 Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT28711 |
| 21 to 29 (odd numbers) Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT50771 |
| Land lying to the east of Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT253981 |
| 45-55 Northgate Street, Leicester (LE3 5BZ) | Reg Vardy (Property Management) Limited | LT234105 |
| Land lying to the North East of Northgate Street, Leicester | Reg Vardy (Property Management) Limited | LT254944 |
| Land and buildings at Triumph Court, Union Street, Luton, (LU1 3AT) | Petrogate Limited | BD230363 |
| 2 Union Street and land and buildings on the South side of Union Street, Luton (LU1 3AN) | Dunham & Haines Limited | BD99538 |
| Land on the south side of Stafferton Way, Maidenhead | Alloy Racing Equipment Limited | BK173257 |
| Land lying to the south of Ashton Old Road, Ardwick, Manchester | Petrogate Limited | GM875119 |
| 40-46 Ashton Old Road, Manchester (M12 6NA) | Petrogate Limited | GM400717 LA7568 LA62673 LA7569 |

| Property Description | Registered Proprietor | Title Number(s) |
|---|---|-----------------|
| Land and buildings lying to the South East of Haydn Road, Basford, Nottingham | Pendragon Motor Group Limited | NT41744 |
| Land lying to the south east of Haydn Road, Nottingham | Pendragon Motor Group Limited | NT43257 |
| Land and buildings on the South East side of Haydn Road, New Basford, Nottingham | Pendragon Motor Group Limited | NT178694 |
| 365 Haydn Road, Nottingham | Pendragon Motor Group Limited | NT278909 |
| 20 Valley Road, Plympton, Plymouth | Pendragon Property Holdings Limited | DN28615 |
| Volvo, Admiral Way, Ashton on Ribble, Preston (PR2 2TY) | Pendragon Property Holdings Limited | LA930620 |
| Nos 658 and 660 Woking Road, Earley, Reading (RG6 7HW) | David Ruskin Limited | BK178377 |
| Land and buildings on the East side of Broad Street, Parkgate, Rotherham | Pendragon Property Holdings Limited | SYK432056 |
| Land and buildings on the South West side Mandale Road, Mandale Industrial Estate, Thornaby, Stockton on Tees | Reg Vardy (Property Management) Limited | CE120301 |
| Land on the South side of Portrack Lane, Stockton on Tees | Reg Vardy (Property Management) Limited | CE143831 |
| Land to the south west of Springfields Road, Stoke on Trent | C D Bramall Dealerships Limited | SF467623 |
| Land on the north east side of Newcastle Road, Stoke on Trent | C D Bramall Dealerships Limited | SF348762 |
| Land to the South of City Way, Sunderland | Reg Vardy (Property Management) Limited | TY390865 |
| Land and buildings on the west side of Emperor Way, Doxford International Business Park, Sunderland | Reg Vardy (Property Management) Limited | TY364514 |

| Property Description | Registered Proprietor | Title Number(s) |
|--|---|-----------------|
| Land on the west side of Sun Street, Wolverhampton | Reg Vardy (Property Management) Limited | WM892649 |
| Land lying to the west of Common End, Dunnington, York | C D Bramall Motors Limited | NYK160424 |
| Land and buildings on the north west side of Penarth Road, Cardiff | Pendragon Motor Group Limited | WA184477 |

SCHEDULE 2**SPECIFIC INTELLECTUAL PROPERTY RIGHTS****1. Any current and future copyright, database rights and other interests in respect of the following software:**

- 1.1 Pinnacle Dealer Management System;
- 1.2 Contract Hire software;
- 1.3 Fleet Management software; and
- 1.4 CARS (legacy dealer management system).

2. The following registered trade marks:

| Trade Mark | Next Renewal Date | Instructor | Owner | Case Ref. | Official No. | Case Status | Country | Classes |
|--|-------------------|---------------|----------------------------------|--------------|--------------|----------------------|----------------|-------------|
| RUNABOUTS logo | | Pendragon plc | Pendragon plc | 1174431T /GB | 2424916 | Application accepted | United Kingdom | 12,36,39 |
| PS POWER SPORTS Device | 5-December 2008 | Pendragon plc | Pendragon Motor Group Limited | 1157269T /GB | 2183784 | Expired | United Kingdom | 12,36,37,39 |
| Q SOLUTIONS LOGO | 15 April 2009 | Pendragon plc | Bramall Quicks Limited | 1153743T /GB | 2194525 | Registered | United Kingdom | 12,16,21 |
| TINS (2 series) | 30 September 2009 | Pendragon plc | Pendragon plc | 1163764T /GB | 2210055 | Registered | United Kingdom | 12,35,36 |
| TINS logo (2 series) | 30 September 2009 | Pendragon plc | Pendragon plc | 1163765T /GB | 2210062 | Registered | United Kingdom | 12,35,36 |
| FLEETBASE device | 14 June 2010 | Pendragon plc | Car Fleet Control Ltd. | 1157271T /GB | 1538479 | Registered | United Kingdom | 9 |
| 3+SERVICE and device | 7 July 2010 | Pendragon plc | Pendragon Motor Holdings Limited | 1153523T /GB | 1541422 | Registered | United Kingdom | 37 |
| PENDRAGON CONCEPTS (words) | 9 September 2010 | Pendragon plc | Pendragon Contracts Limited | 1157263T /GB | 1547231 | Registered | United Kingdom | 35,36 |
| TINS SWIRL device (2 series) | 25 August 2011 | Pendragon plc | Pendragon plc | 1156920T /GB | 2279056 | Registered | United Kingdom | 12,35,36 |
| REG VARDY DRIVE A BETTER DEAL (words) | 14 September 2011 | Pendragon plc | Reg Vardy Limited | 1183237T /GB | 2280679 | Registered | United Kingdom | 12,35,36,38 |
| REG VARDY INTELLIGENT MOTORING (words) | 4 October 2011 | Pendragon plc | Reg Vardy Limited | 1183239T /GB | 2282319 | Registered | United Kingdom | 12,35,36,38 |
| VARDY DRIVE (words) | 4 October 2011 | Pendragon plc | Reg Vardy Limited | 1183240T /GB | 2282323 | Registered | United Kingdom | 12,35,36,38 |
| VARDY CARE (words) | 4 October 2011 | Pendragon plc | Reg Vardy Limited | 1183241T /GB | 2282326 | Registered | United Kingdom | 12,35,36,38 |
| PUREGUARD (word) | 3 May 2012 | Pendragon plc | Reg Vardy Limited | 1183242T /GB | 2299622 | Registered | United Kingdom | 01,02 |

| Trade Mark | Next Renewal Date | Instructor | Owner | Case Ref. | Official No. | Case Status | Country | Classes |
|--|-------------------|---------------|---------------------------|--------------|--------------|-------------|--------------------------|-------------------|
| REG VARDY parts solution Your Fast-Track Automotive Parts Service and device | 26-June 2012 | Pendragon plc | Reg Vardy Limited | 1183244T /GB | 2303658 | Registered | United Kingdom | 12,35 |
| vardycare about you and device | 15 August 2012 | Pendragon plc | Reg Vardy Limited | 1183254T /GB | 2308213 | Registered | United Kingdom | 12,35,36,38 |
| VARDYCARE ABOUT YOU (words) | 16 August 2012 | Pendragon plc | Reg Vardy Limited | 1183257T /GB | 2308332 | Registered | United Kingdom | 12,35,36,38 |
| DRAGON'S HEAD IN CIRCLE WHITE ON BLACK | 3 December 2012 | Pendragon plc | Pendragon plc | 1157780T /GB | 2317433 | Registered | United Kingdom | 36 |
| WHITE DRAGON'S HEAD ON BLUE LINED BACKGROUND | 3 December 2012 | Pendragon plc | Pendragon plc | 1157781T /GB | 2317432 | Registered | United Kingdom | 36 |
| PENDRAGON word | 3 December 2012 | Pendragon plc | Pendragon plc | 1157782T /GB | 2317402 | Registered | United Kingdom | 36 |
| REG VARDY DRIVEAWAY CAR FINANCE (words) | 5 December 2012 | Pendragon plc | Reg Vardy Limited | 1183263T /GB | 2317763 | Registered | United Kingdom | 12,35,36 |
| DRAGON'S HEAD IN CIRCLE WHITE ON BLACK | 12 December 2012 | Pendragon plc | Pendragon plc | 1157799T /GB | 2318265 | Registered | United Kingdom | 12,37,39,42 |
| WHITE DRAGON'S HEAD ON BLUE LINED BACKGROUND | 12 December 2012 | Pendragon plc | Pendragon plc | 1157800T /GB | 2318269 | Registered | United Kingdom | 12,37,39 |
| PENDRAGON word | 12 December 2012 | Pendragon plc | Pendragon plc | 1157801T /GB | 2318309 | Registered | United Kingdom | 12,37,39,42 |
| TINS logo | 3 June 2013 | Pendragon plc | Pendragon plc | 1157018T /US | 2720873 | Registered | United States of America | 12,35,36 |
| CFC SOLUTIONS (words) | 6 August 2013 | Pendragon plc | Car Fleet Control Ltd. | 1158255T /GB | 2339921 | Registered | United Kingdom | 09,39,42 |
| CFC SOLUTIONS and device | 6 August 2013 | Pendragon plc | Car Fleet Control Ltd. | 1158256T /GB | 2339922 | Registered | United Kingdom | 09,39,42 |
| PINEWOOD (word) | 6 August 2013 | Pendragon plc | Pinewood Technologies plc | 1158257T /GB | 2339916 | Registered | United Kingdom | 09,35,38,42,45 |
| PINEWOOD and device | 6 August 2013 | Pendragon plc | Pinewood Technologies plc | 1158258T /GB | 2339920 | Registered | United Kingdom | 09,35,38,42,45 |
| The PINEWOOD logo | 6 August 2013 | Pendragon plc | Pinewood Technologies plc | 1158259T /GB | 2339919 | Registered | United Kingdom | 09,35,38,39,42,45 |
| PINEWOOD PINNACLE (words) | 6 August 2013 | Pendragon plc | Pinewood Technologies plc | 1158260T /GB | 2339918 | Registered | United Kingdom | 35,37,42,45 |
| PINEWOOD PINNACLE and device | 6 August 2013 | Pendragon plc | Pinewood Technologies plc | 1158261T /GB | 2339917 | Registered | United Kingdom | 35,42,45 |
| ROSSLEIGH (word) | 24 September 2013 | Pendragon plc | Reg Vardy Limited | 1183282T /GB | 2344201 | Registered | United Kingdom | 12,36,37,39 |
| V REG VARDY and device (series of 3) | 27 October 2013 | Pendragon plc | Reg Vardy Limited | 1183271T /GB | 2347056 | Registered | United Kingdom | 12,36,37,39 |
| VICTORIA (word) | 27 October 2013 | Pendragon plc | Reg Vardy Limited | 1183272T /GB | 2347063 | Registered | United Kingdom | 12,36,37 |

| Trade Mark | Next Renewal Date | Instructor | Owner | Case Ref. | Official No. | Case Status | Country | Classes |
|--|-------------------|---------------|----------------------------------|--------------|--------------|-------------|----------------|----------------------|
| VCM letters | 27 October 2013 | Pendragon plc | Reg Vardy Limited | 1183274T /GB | 2347067 | Registered | United Kingdom | 36,37,39 |
| VARDY (word) | 27 October 2013 | Pendragon plc | Reg Vardy Limited | 1183277T /GB | 2347093 | Registered | United Kingdom | 01,02,09,12,36,37,39 |
| UNITED MOTOR GROUP (words) | 9 January 2014 | Pendragon plc | Reg Vardy Limited | 1183280T /GB | 2352990 | Registered | United Kingdom | 12,36,37,39 |
| STRATSTONE (word) | 20 February 2014 | Pendragon plc | Pendragon Motor Group Limited | 1158459T /GB | 2356379 | Registered | United Kingdom | 42 |
| EVANS HALSHAW (words) | 20 February 2014 | Pendragon plc | Pendragon plc | 1158460T /GB | 2356381 | Registered | United Kingdom | 36,39,42 |
| DERWENT (word) | 20 February 2014 | Pendragon plc | Derwent Vehicles Limited | 1158461T /GB | 2356586 | Registered | United Kingdom | 12,36,37,39,42 |
| PJ EVANS (words) | 20 February 2014 | Pendragon plc | Pendragon plc | 1158462T /GB | 2356589 | Registered | United Kingdom | 12,36,37,39,42 |
| PENDRAGON CONCIERGE SERVICES (words) | 18 March 2014 | Pendragon plc | Pendragon plc | 1158482T /GB | 2358628 | Registered | United Kingdom | 35,36,42,45 |
| PENDRAGON CONCIERGE SERVICES and CS device (series of 2) | 18 March 2014 | Pendragon plc | Pendragon plc | 1158483T /GB | 2358633 | Registered | United Kingdom | 35,36,42,45 |
| CS device (series of 2) | 18 March 2014 | Pendragon plc | Pendragon plc | 1158484T /GB | 2358631 | Registered | United Kingdom | 35,36,42,45 |
| PENDRAGON CONCIERGE SERVICES and CS device (series of two) (revised) | 23 August 2014 | Pendragon plc | Pendragon plc | 1158766T /GB | 2371360 | Registered | United Kingdom | 35,36,42,45 |
| PENDRAGON CONCIERGE SERVICES and device (series of two) | 23 August 2014 | Pendragon plc | Pendragon plc | 1158767T /GB | 2371363 | Registered | United Kingdom | 35,36,42,45 |
| EVANS HALSHAW (words) | 20 October 2015 | Pendragon plc | Pendragon Motor Holdings Limited | 1153524T /GB | 2042062 | Registered | United Kingdom | 12,37 |
| REG VARDY (words) | 19 November 2016 | Pendragon plc | Reg Vardy Limited | 1182165T /GB | 2116104 | Registered | United Kingdom | 36,37,39 |
| MOTORZONE / MotorZone (2 series) | 19 November 2016 | Pendragon plc | Reg Vardy Limited | 1182167T /GB | 2116114 | Registered | United Kingdom | 36,37,39 |
| V device mark | 19 November 2016 | Pendragon plc | Reg Vardy Limited | 1182169T /GB | 2116136 | Registered | United Kingdom | 36,37,39 |
| QSP (letters) | 14 December 2016 | Pendragon plc | Pendragon plc | 1185452T /GB | 2441440 | Registered | United Kingdom | 12,35,37,39 |
| QSP QUALITY SOURCED PARTS and device | 14 December 2016 | Pendragon plc | Pendragon plc | 1185453T /GB | 2441441 | Registered | United Kingdom | 12,35,37,39 |
| EVANS HALSHAW MOTORHOUSE logo (series of 2) | 7 March 2017 | Pendragon plc | Pendragon plc | 1196401T /GB | 2448643 | Registered | United Kingdom | 12,35,36,37,39,42 |
| SANDERSON MOTORHOUSE logo (series of 2) | 7 March 2017 | Pendragon plc | Pendragon plc | 1196402T /GB | 2448644 | Registered | United Kingdom | 12,35,36,37,39,42 |
| MOTOWN (word) | 9 May 2017 | Pendragon plc | Pendragon Motor Group Limited | 1157264T /GB | 2132340 | Registered | United Kingdom | 12,36,37,39 |

| Trade Mark | Next Renewal Date | Instructor | Owner | Case Ref. | Official No. | Case Status | Country | Classes |
|--|-------------------|---------------|-------------------------------|-------------|--------------|-------------|----------------|----------------|
| STRATSTONE (word) | 16 May 2017 | Pendragon plc | Pendragon Motor Group Limited | 1157265T/GB | 2132927 | Registered | United Kingdom | 12,36,37,39 |
| MOTOWN MOTOWN THE MOTOR CITY device | 12 Nov 2017 | Pendragon plc | Pendragon Motor Group Limited | 1157266T/GB | 2150523 | Registered | United Kingdom | 12,36,37,39 |
| POWER SPORTS & LOGO | 28 August 2018 | Pendragon plc | Pendragon Motor Group Limited | 1157268T/GB | 2176845 | Registered | United Kingdom | 12,36,37,39 |
| EXCEL (word) | 17 September 2018 | Pendragon plc | Pendragon plc | 1153824T/GB | 2177532 A | Registered | United Kingdom | 01,03,04,09,17 |
| EXCEL and device | 17 September 2018 | Pendragon plc | Pendragon plc | 1153825T/GB | 2177532 B | Registered | United Kingdom | 01,03,04,09,17 |

3. The following registered domain names and Pinewood Technology PLC's copyright and database rights, to the extent that there are any, in the design and content of the following websites:

| Name of charging company | Registered Domain Name | Registrar |
|---------------------------|------------------------|--------------|
| Pinewood Technologies PLC | licencelink.co.uk | UK-2 Limited |
| Pinewood Technologies PLC | pinewood.co.uk | Thus Plc |
| Pinewood Technologies PLC | pdsn.co.uk | UK-2 Limited |
| Pinewood Technologies PLC | pinnacleasp.co.uk | UK-2 Limited |
| Pinewood Technologies PLC | pinnacleasp.com | UK-2 Limited |
| Pinewood Technologies PLC | pinnacledms.co.uk | UK-2 Limited |
| Pinewood Technologies PLC | pinnacledms.com | Tuscows INC |
| Pinewood Technologies PLC | pinnacledms.net | Tuscows INC |
| Pinewood Technologies PLC | pinewood.net | Tuscows INC |
| Pinewood Technologies | dmsrevolution.co.uk | UK-2 Limited |

| Name of charging company PLC | Registered Domain Name | Registrar |
|---|-------------------------------|------------------|
| Pinewood Technologies PLC | dmsrevolution.com | Tuscows INC |
| Pinewood Technologies PLC | cfc-solutions.co.uk | UK-2 Limited |
| Pinewood Technologies PLC | cfc-solutions.net | Tuscows INC |
| Pinewood Technologies PLC | cfc-rental.com | Tuscows INC |
| Pinewood Technologies PLC | fleetplus.co.uk | UK-2 Limited |

SCHEDULE 3**RELEVANT CONTRACTS**

| Name of charging company | Description of Relevant Contract |
|--|--|
| Pendragon Group Services Limited Pendragon Management Services Limited | The administration services and property management agreement dated 31 October 2005 as amended and restated on 22 December 2006 between PPH0 Limited, PPH1 Limited, PPH2 Limited, Pendragon Group Services Limited, Pendragon Management Services Limited and Pendragon PLC (the Propco Administration Services and Property Management Agreement). |
| Andre Baldet Limited Bletchley Motor Company Limited Bramall Contracts Limited Bramall Quicks Dealerships Limited Bramall Quicks Limited Bridgegate Limited Pendragon Orient Limited CD Bramall Dealerships Limited CD Bramall Motors Limited CD Bramall Limited CD Bramall York Limited Charles Sidney Holdings Limited Chatfields-Martin Walter Limited Executive Motor Group Limited Petrogate Limited Pendragon PLC | Intra-group funding agreement dated 16 March 2006 between Pendragon PLC as the borrower and Andre Baldet Limited, Bletchley Motor Company Limited, Bramall Contracts Limited, Bramall Quicks Dealerships Limited, Bramall Quicks Limited, Bridgegate Limited, Pendragon Orient Limited, CD Bramall Dealerships Limited, CD Bramall Motors Limited, CD Bramall Limited, CD Bramall York Limited, Charles Sidney Holdings Limited, Chatfields-Martin Walter Limited, Executive Motor Group Limited and Petrogate Limited as lenders. |
| Reg Vardy (AMC) Limited Pendragon Finance and Insurance Services Limited (formerly Reg Vardy (Financial Services) Limited) | Intra-group funding agreement dated 26 May 2006 between Pendragon PLC as the borrower and Reg Vardy (AMC) Limited, Reg Vardy (Financial Services) Limited, Reg Vardy (Fleet) Limited, Reg Vardy (MML) Limited, Reg Vardy |

| Name of charging company | Description of Relevant Contract |
|---|---|
| <p>National Fleet Solutions Limited (formerly Reg Vardy (Fleet) Limited)</p> <p>Reg Vardy (MML) Limited</p> <p>Reg Vardy Limited</p> <p>Reg Vardy (Property Management) Limited</p> <p>Reg Vardy (TMC) Limited</p> <p>Reg Vardy (TMG) Limited</p> <p>Reg Vardy (TMH) Limited</p> <p>Trust Properties Limited</p> <p>Vardy Contract Motoring Limited</p> <p>Vardy (Continental) Limited</p> <p>Vardy Marketing Limited</p> <p>Victoria (Bavaria) Limited</p> <p>Pendragon PLC</p> | <p>Limited, Reg Vardy (Property Management) Limited, Reg Vardy (TMC) Limited, Reg Vardy (TMG) Limited, Reg Vardy (TMH) Limited, Trust Properties Limited, Vardy Contract Motoring Limited, Vardy (Continental) Limited, Vardy Marketing Limited and Victoria (Bavaria) Limited as lenders.</p> |
| <p>Pendragon Stock Limited</p> <p>Pendragon Premier Limited</p> <p>Pendragon Viking Limited</p> <p>Pendragon Javelin Limited</p> <p>Stripestar Limited</p> <p>Pendragon Motor Group Limited</p> <p>Derwent Vehicles Limited</p> <p>Reg Vardy Limited</p> <p>Reg Vardy (AMC) Limited</p> <p>Reg Vardy (TMC) Limited</p> <p>Reg Vardy (MML) Limited</p> <p>Reg Vardy (MMC) Limited</p> <p>Vardy (Continental) Limited</p> <p>Charles Sidney Holdings Limited</p> <p>Victoria (Bavaria) Limited</p> <p>C D Bramall Motors Limited</p> <p>C D Bramall York Limited</p> <p>Bramall Quicks Dealerships Limited</p> <p>Executive Motor Group Limited</p> | <p>Vehicle purchase agency and sales agreement for new and used vehicles dated on or about the date of the Deed between (1) Pendragon Stock Limited, (2) Pendragon Premier Limited, Pendragon Viking Limited, Pendragon Javelin Limited, Stripestar Limited, Pendragon Motor Group Limited, Derwent Vehicles Limited, Reg Vardy Limited, Reg Vardy (AMC) Limited, Reg Vardy (TMC) Limited, Reg Vardy (MML) Limited, Reg Vardy (MMC) Limited, Vardy (Continental) Limited, Charles Sidney Holdings Limited, Victoria (Bavaria) Limited, C D Bramall Motors Limited, C D Bramall York Limited, Bramall Quicks Dealerships Limited, Executive Motor Group Limited, Andre Baldet Limited, Evans Halshaw Motors Limited, Alloy Racing Equipment Limited, C D Bramall Dealerships Limited, Pendragon Orient Limited, Pendragon Sabre Limited, Chatfields - Martin Walter Limited, National Fleet Solutions Limited, Pendragon Contracts Limited, Pendragon Motorcycles Limited and Vardy Contract Motoring Limited as original dealers and (3) Pendragon PLC.</p> |

| Name of charging company | Description of Relevant Contract |
|---|----------------------------------|
| <p>Andre Baldet Limited</p> <p>Evans Halshaw Motors Limited</p> <p>Alloy Racing Equipment Limited</p> <p>C D Bramall Dealerships Limited</p> <p>Pendragon Orient Limited</p> <p>Pendragon Sabre Limited</p> <p>Chatfields - Martin Walter Limited</p> <p>National Fleet Solutions Limited</p> <p>Pendragon Contracts Limited</p> <p>Pendragon Motorcycles Limited</p> <p>Vardy Contract Motoring Limited</p> <p>Pendragon PLC</p> | |

SCHEDULE 4**INSURANCES**

| Company | Name of policy | Name of insurance company | Policy number |
|--|---|---|----------------------|
| Pendragon PLC and the Chargor | Motor Traders Combined Insurance | Allianz Insurance plc | SM 14034052 |
| Pendragon PLC | Fidelity Insurance | Allianz Insurance plc | 47/SZ/14423916/12 |
| Pendragon PLC and the Chargor | Personal Accident & Travel Insurance | Allianz Insurance plc | 47/SZ/14108159 |
| Pendragon PLC and Pendragon Finance and Insurance Services Limited | Professional Indemnity (general insurance mediation activity) | Hiscox Insurance Company Limited | HU P16 1507899 (21) |
| Pinewood Technologies Plc | Professional Indemnity (computer consultants/software house) | Hiscox Insurance Company Limited | HU TMT 2316209 |
| Pendragon PLC | Pension Trustee Liability Insurance | ACE European Group Limited | UKDRNC37336 |
| Pendragon PLC | Directors & Officers Liability Insurance | ACE European Group Limited | UKDRNC37337 |
| Pendragon PLC | Combined Engineering Insurance | Allianz Engineering Inspection Services Limited | 53/NV/14322899/7 |
| Pendragon PLC and the Chargor | Property Owners Select | Allianz Insurance Plc | 47/SP/16457118/12 |

SCHEDULE 5**SHARES**

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|---------------------------------|-------------------------|-----------------------|------------------------------------|
| Alloy Racing Equipment Limited | Ordinary £1.00 | 291,827 | Evans Halshaw (Chesham) Limited |
| Bletchley Motor Company Limited | Ordinary £1.00 | 900 | Bletchley Motors Car Sales Limited |
| Bletchley Motor Company Limited | Ordinary £1.00 | 1,000 | Bletchley Properties Limited |
| Bletchley Motor Company Limited | Ordinary £0.05 | 2,000 | Boxmoor Motors Limited |
| | Deferred Ordinary £0.05 | 2,000 | |
| Bletchley Motor Company Limited | Ordinary £1.00 | 5,595 | Hemel Hempstead Motors Limited |
| Bletchley Motor Company Limited | Ordinary £0.10 | 1 | Reg Vardy Limited |
| Bletchley Motor Group Limited | Ordinary £1.00 | 100 | Berkhamsted Motor Company Limited |
| Bletchley Motor Group Limited | Ordinary £0.01 | 250,000,000 | Bletchley Motor Company Limited |
| | Deferred £1.00 | 328,197 | |
| Bletchley Motor Group Limited | Ordinary £1.00 | 1,000 | Bletchley Motor Contracts Limited |
| Bletchley Motor Group Limited | Ordinary £1.00 | 5,000 | Bletchley Motor Rentals Limited |
| Bletchley Motor Group Limited | Ordinary £1.00 | 100 | Leveling Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 5,400,000 | Andre Baldet Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 100,000 | Bramall Quicks Dealerships Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 1 | Canitanel Consulting Ltd. |
| Bramall Quicks Limited | Ordinary £0.25 | 790,721 | Davies Holdings Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 1 | Ford Parts Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 1 | Godfrey Davis Motor Group Limited |
| Bramall Quicks Limited | Ordinary £1.00 A | 62,500 | Godfrey Davis (Trust) Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|------------------------|--|--------------------------------|--------------------------------------|
| Bramall Quicks Limited | Ordinary £1.00 | 11,350,002 | Lewcan Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 1,250,000 | Quicks Finance Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 3,450,002 | Quicks (1997) Motor Holdings Limited |
| Bramall Quicks Limited | Ordinary £1.00 | 500,000 | Vertcell Limited |
| Brightdart Limited | £1.00 3.85% Cumulative Preference £1.00 10% Cumulative Preference Ordinary £0.10 | 7,000 483,636 40,106,342 | Bramall Quicks Limited |
| CD Bramall Limited | Ordinary £1.00 | 5,000 | Bramall Contracts Limited |
| CD Bramall Limited | Ordinary £1.00 | 1 | Brightdart Limited |
| CD Bramall Limited | Ordinary £1.00 | 1 | Buist Manor Limited |
| CD Bramall Limited | Ordinary £0.01 | 313,564,314 | CD Bramall Dealerships Limited |
| CD Bramall Limited | Ordinary £1.00 | 2 | CD Bramall Motor Group Limited |
| CD Bramall Limited | Ordinary £1.00 | 20,008 | CD Bramall Motors Limited |
| CD Bramall Limited | Ordinary £1.00 Preference £1.00 | 24,000 6,000 | CD Bramall York Limited |
| CD Bramall Limited | Ordinary £0.01 | 50,850,000 | C.G.S.B. Holdings Limited |
| CD Bramall Limited | Ordinary £0.10 | 41,627,297 | Charles Sidney Limited |
| CD Bramall Limited | Ordinary £0.10 £1.00 Preference | 81,600,000 100,000 | Manchester Garages Holdings Limited |
| CD Bramall Limited | Ordinary £1.00 | 100 | Oliver Rix (Properties) Limited |
| CD Bramall Limited | Ordinary £1.00 | 50,000 | Petrogate Limited |
| CD Bramall Limited | Ordinary £1.00 Deferred £1.00 3.5% Cumulative Preference £1.00 | 171,000 84,028 29,001 | Sanderson Murray & Elder Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|------------------------------------|----------------------|-----------------------|----------------------------------|
| CD Bramall Limited | Ordinary £1.00 | 100 | S M & E Properties Limited |
| CD Bramall Limited | Ordinary £0.10 | 74,999,996 | Skipper Group Limited (The) |
| CD Bramall Dealerships Limited | Ordinary £1.00 | 5,000,000 | Pendragon Orient Limited |
| Charles Sidney Limited | Ordinary £0.20 | 6,136,749 | Bletchley Motor Group Limited |
| Charles Sidney Limited | Ordinary £0.10 | 73,374,058 | Charles Sidney Holdings Limited |
| | Deferred £1.00 | 374,058 | |
| Charles Sidney Limited | Ordinary £1.00 | 2 | Northside Truck Centre Limited |
| Charles Sidney Limited | Ordinary £1.00 | 9,250,000 | Pendragon Extra Limited |
| Chatfields-Martin Walter Limited | Ordinary £1.00 | 49,950 | Bridgegate Limited |
| Chatfields-Martin Walter Limited | Ordinary £1.00 | 350,000 | Cumbria Vehicles Limited |
| Chatfields-Martin Walter Limited | Ordinary £1.00 | 3,232,342 | Petrogate Properties Limited |
| C.G.S.B. Holdings Limited | Ordinary £1.00 | 99 | Buist Manor Limited |
| Davenport Vernon Berkshire Limited | Ordinary £1.00 | 1,000 | David Ruskin Limited |
| Davies Holdings Limited | Ordinary £1.00 | 1,000 | Premier Parts Limited |
| Derwent Vehicles Limited | Ordinary £1.00 | 1,500,000 | Stratstone Specialist Limited |
| Dunham & Haines Limited | Ordinary £1.00 | 75,000 | Miles (Chesham) Limited |
| | Preference £1.00 | 300,000 | |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 40,000 | Archers (Dorridge) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 115,500 | Archers (Shirley) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 3 | Ballrange Engineering Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 2 | Calmoon Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 100 | C.P. Evinson Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 260,000 | Dandytown Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 100 | East Midlands Truck |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|--------------------------------------|-----------------------------|-----------------------|--|
| | | | Centre Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 6,500 | Evans & Kitchen (Trucks) Limited |
| | £1.00 Deferred | 71,500 | |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 2 | Evans Halshaw Group Pension Trustees Limited |
| Evans Halshaw Holdings Limited | Ordinary £0.10 | 19,485,634 | Evans Halshaw Motor Holdings Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 56,000 | Evans Halshaw (South West) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 33,863 | Evinson Tractors Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 1,000 | Godfrey Motor Company (Cardiff) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 905 | Longlease Contracts Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 12,625 | Longton Garages Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 600,000 | Michael Jackson Motors Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 2 | Motaproducts Group Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 2 | Motaproducts (Overseas) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 100 | Newport (Gwent) Motor Company Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 7,101 | P. J. Evans (Dudley) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 150,000 | Reed Wedge Motor Company Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 51,775 | Slater Brothers (Dronfield) Limited |
| Evans Halshaw Holdings Limited | Ordinary £1.00 | 80 | Smiths Motor Rentals (Halifax) Limited |
| Evans Halshaw Holdings Limited | Ordinary £0.10 | 500,000 | T.K. Motor Group Limited |
| | Cumulative Preference £0.10 | 150,000 | |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 300,000 | Autocity Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 12 | Automend Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | CFC Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|--------------------------------------|------------------------------------|-----------------------|---|
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Chalfont Service Station Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100 | Charles Motors Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 10,000 | Chelmhill Motors Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100 | Contim Harrow Ltd. |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100 | Contim Hayes Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 6,250 | Contim Heathrow Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2,000 | Cowley & Wilson Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Davenport Vernon Beaconsfield Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 50,000 | Davenport Vernon Berkshire Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Davenport Vernon Croxley Green Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | Davenport Vernon Finance Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Davenport Vernon Gloucester Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 £1.00 Preference | 10,000 4,793 | Davenport Vernon High Wycombe Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 500 | Davenport Vernon Leasing Company Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | Davenport Vernon Milton Keynes Ltd. |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Davenport Vernon Nissan Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 400,000 | Davenport Vernon Northfield Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 320,000 | Davenport Vernon Watford Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 50,000 | Davenport Vernon Welwyn Garden City Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | Dragon Collections |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|--------------------------------------|--|-----------------------------|---|
| | | | Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | DV Fleetcare Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Evans Halshaw.com Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 654,118 | Evans Halshaw (Cardiff) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 £1.00 Deferred | 125,000 100 | Evans Halshaw Commercials Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 3,350 | Evans Halshaw (Halesowen) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 19,770 | Evans Halshaw (Halifax) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 £1.00 Ordinary A £1.00 Preference | 20,000 10,769 200,000 | Evans Halshaw (Macclesfield) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 200,000 | Evans Halshaw (Midlands) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 4,000 | Evans Halshaw (Newport) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 1,917 | Evans Halshaw (Northern) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 104,640 | Evans Halshaw (Preston) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100 | Evans Halshaw (Sussex) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 20,000 | Evans Halshaw (Sutton) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 5,060 | Evans Halshaw (The Wirral) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | Giltbase Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 6,000 | H. Flack & Son Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 1,312 | Kitchener Garages Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 6,000 | Longton Trucks Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 3,603 | Milton Keynes Garages Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|---|---|-----------------------|--------------------------------------|
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | Newcastle Motors (Telford) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 2 | Parkhouse Garage (Newcastle) Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 32,000 | Risboro' Garage Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 100,000 | Stratstone.com Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 3,003 | The Business Vehicle Centre Ltd. |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 605,605 | Halshaw Group Limited (The) |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 £1.00 Deferred | 5,000 5,000 | Thermovan UK Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £0.10 | 800,000 | T.K. Motors Limited |
| Evans Halshaw Motor Holdings Limited | Ordinary £1.00 | 9,784 | West of Thame Limited |
| Evans Halshaw Motors Limited | Ordinary £1.00 | 10,000 | Munn Holdings Limited |
| Evans Halshaw Motors Limited | Ordinary £1.00 | 200,000 | P. J. Evans(Holdings)Limited |
| Evans Halshaw Motors Limited | Ordinary Category A £1.00 Preference C £1.00 | 24,210 47,470 | Stripestar Limited |
| Evans Halshaw Vehicle Management Services Limited | Ordinary £1.00 | 750 | Car Fleet Control Limited |
| Evans Halshaw Vehicle Management Services Limited | Ordinary £1.00 | 50,000 | Carentals Limited |
| Evans Halshaw Vehicle Management Services Limited | Ordinary £1.00 | 100 | Finance Lease Limited |
| G.E. Harper Limited | Ordinary £1.00 | 501,000 | Executive Motors (Stevenage) Limited |
| Godfrey Davis Motor Group Limited | Ordinary £1.00 | 1,206,010 | Clarks Garage (Narborough) Limited |
| Godfrey Davis Motor Group Limited | Ordinary £1.00 | 520,000 | G.E. Harper Limited |
| Godfrey Davies Motor Group Limited | Ordinary £1.00 | 1,330,560 | The McGill Group Limited |
| Godfrey Davies Motor Group Limited | Ordinary £0.25 | 1,417,511 | Quicks (1997) Properties Limited |
| Godfrey Davies Motor Group Limited | Ordinary £1.00 | 100 | Storm of Leicester Ltd. |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|---|----------------------|-----------------------|---|
| Godfrey Davis (Trust) Limited | Ordinary £1.00 | 486,419 | Godfrey Davis (London) Limited |
| Godfrey Davis (Trust) Limited | Ordinary £1.00 | 10,102,468 | Godfrey Davis Motor Group Limited |
| Lewcan Limited | Ordinary £1.00 A | 9,850,000 | Godfrey Davis (Trust) Limited |
| | Ordinary £1.00 B | 200,000 | |
| Manchester Garages Holdings Limited | Ordinary £1.00 | 7,360,002 | Manchester Garages Limited |
| Manchester Garages Limited | Ordinary £1.00 | 500 | Charles Douglas Dealerships Limited |
| The McGill Group Limited | Ordinary £1.00 | 495,000 | Executive Motor Group Limited |
| The McGill Group Limited | Ordinary £1.00 | 250,008 | McGill Finance Company Limited (The) |
| Munn Holdings Limited | Ordinary £1.00 | 89,250 | Chalfont Properties Limited |
| Munn Holdings Limited | Ordinary £1.00 | 10,000 | Munn & Chapman Limited |
| Pendragon Automotive Services Limited | Ordinary £1.00 | 100 | C.2K Limited |
| Pendragon Automotive Services Limited | Ordinary £1.00 | 100,000 | Excalibur Motor Finance Limited |
| Pendragon Automotive Services Limited | Ordinary £1.00 | 1,250,000 | Pendragon Contracts Limited |
| Pendragon Company Car Finance Limited | Ordinary £1.00 | 1 | Pendragon Demonstrator Finance Limited |
| Pendragon Demonstrator Finance Limited | Ordinary £1.00 | 1 | Pendragon Company Car Finance Limited |
| Pendragon Demonstrator Finance Limited | Ordinary £1.00 | 1 | Pendragon Demonstrator Finance November Limited |
| Pendragon Demonstrator Finance November Limited | Ordinary £1.00 | 1 | Pendragon Demonstrator Sales Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 1 | Pendragon Company Car Finance Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 1 | Pendragon Demonstrator Finance Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 1 | Pendragon Demonstrator Finance November Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|---------------------------------------|--|------------------------|---------------------------------------|
| Pendragon Group Services Limited | Ordinary £1.00 | 1 | Pendragon Demonstrator Sales Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 2 | Pendragon Management Services Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 2 | Pendragon Property Holdings Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 2 | Pendragon Stock Finance Limited |
| Pendragon Group Services Limited | Ordinary A shares £1.00 Preference Shares £1.00 Redeemable Preference Shares £1.00 | 255 500 602, 341 | PPH0 Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 1 | PPH3 Limited |
| Pendragon Group Services Limited | Ordinary £1.00 | 2 | Reades of Telford Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | AMG Limited |
| Pendragon Management Services Limited | Ordinary £0.25 | 1 | Evans Halshaw Holdings Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Evans Halshaw Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Financemaster Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Folletts Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Merlin (Chatsworth) Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Motors Direct Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Motown Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Paramount Cars Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Pendragon Leasing Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Pendragon Overseas Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Pendragon Pension Trustees Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Pinewood Technologies PLC |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Portmann Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|--|----------------------|-----------------------|-----------------------------------|
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Predator Vehicle Security Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Premier Carriage Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Quicks Pension Trustees Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Reg Vardy (AMC) Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Rudds Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Stratstone Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Strattons (Service) Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Strattons (Wilmslow) Limited |
| Pendragon Management Services Limited | Ordinary £1.00 | 1 | Tamplins Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 1 | AMG Limited |
| Pendragon Motor Group Limited (formerly Pendragon (Derby) Limited – as per share certificate) | Ordinary £1.00 | 499,999 | Evans Halshaw Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 6 | Evans Halshaw Motors Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 1 | Financemaster Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 32,499 | Folletts Limited |
| Pendragon Motor Group Limited (formerly Pendragon (Derby) Limited – as per share certificate) | Ordinary £1.00 | 999,999 | Merlin (Chatsworth) Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 1 | Motors Direct Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 99 | Motown Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 999,999 | Paramount Cars Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 99 | Pendragon Leasing Limited |
| Pendragon Motor Group Limited (formerly Pendragon (Derby) Limited – as per share certificate) | Ordinary £1.00 | 99 | Portmann Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 99 | Predator Vehicle Security Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 359,999 | Premier Carriage Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|----------------------------------|---------------------------|-----------------------|--|
| Pendragon Motor Group Limited | Ordinary £1.00 | 49,999 | Rudds Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 9,999 | Stratstone Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 1 | Strattons (Service) Limited |
| Pendragon Motor Group Limited | Ordinary £1.00 | 99,999 | Strattons (Wilmslow) Limited |
| Pendragon Motor Group Limited | Ordinary Category A £1.00 | 26,790 | Stripestar Limited |
| | Preference C £1.00 | 52,530 | |
| Pendragon Motor Group Limited | Ordinary £1.00 | 1 | Tamplins Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 10,750,000 | Alloy Racing Equipment Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 4,000,000 | Arena Auto Limited |
| Pendragon Motor Holdings Limited | Ordinary £0.01 | 40,000,000 | Derwent Vehicles Limited |
| | Preference £0.05 | 29,715,000 | |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 18,000,000 | Pendragon Javelin Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 8,400,000 | Pendragon Motorcycles Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 10,050,000 | Pendragon Motor Group Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 6,000,000 | Pendragon Premier Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 1 | Pendragon Sabre Limited |
| Pendragon Motor Holdings Limited | Ordinary £1.00 | 1 | Pendragon Viking Limited |
| Pendragon Motor Holdings Limited | Ordinary Category B £1.00 | 49,000 | Stripestar Limited |
| Pendragon PLC | Ordinary £0.10 | 39,058,238 | CD Bramall Limited |
| Pendragon PLC | Ordinary £0.25 | 32,252,710 | Evans Halshaw Holdings Limited |
| Pendragon PLC | Ordinary £1.00 | 21,885,286 | Pendragon Automotive Services Limited |
| Pendragon PLC | Ordinary £1.00 | 1 | Pendragon Business Development Limited |
| Pendragon PLC | Ordinary £1.00 | 1 | Pendragon Stock Limited |
| Pendragon PLC | Ordinary £1.00 | 1,000 | Pendragon Finance & Insurance Services |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|--|----------------------|-----------------------|---|
| | | | Limited |
| Pendragon PLC | Ordinary £1.00 | 2,544,952 | Pendragon Group Services Limited |
| Pendragon PLC | Ordinary £1.00 | 1 | Pendragon Lion Limited |
| Pendragon PLC | Ordinary £1.00 | 68,051,865 | Pendragon Motor Holdings Limited |
| Pendragon PLC | Ordinary £1.00 | 1 | Pendragon Overseas Limited |
| Pendragon PLC (formerly Trushelfco (No.1313) Limited – as per share certificate). | Ordinary £1.00 | 1 | Pendragon Pension Trustees Limited |
| Pendragon PLC | Ordinary £1.00 | 1 | Pendragon Quest Trustees Limited |
| Pendragon PLC | Ordinary £1.00 | 49,999 | Pinewood Technologies PLC |
| Pendragon PLC | Ordinary £1.00 | 1 | Quicks Pension Trustees Limited |
| Pendragon PLC | Ordinary £0.10 | 56,413,261 | Reg Vardy Limited |
| Pendragon PLC | Ordinary £1.00 | 2 | Tins Limited |
| Petrogate Limited | Ordinary £1.00 | 13,000,000 | Chatfields-Martin Walter Limited |
| Pinewood Technologies PLC | Ordinary £1.00 | 50,000 | Evans Halshaw Vehicle Management Services Limited |
| Pinewood Technologies PLC (formerly Pinewood Computer Holdings Limited – as per share certificate) | Ordinary £1.00 | 1 | Pinewood Computers Limited |
| Quicks (1997) Motor Holdings Limited | Ordinary £1.00 | 524,000 | Dunham & Haines Limited |
| Quicks (1997) Motor Holdings Limited | Ordinary £1.00 | 500,100 | Ogglesby's Limited |
| Quicks (1997) Motor Holdings Limited | Ordinary £1.00 | 810,100 | Plumtree Motor Company Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1,499,999 | Reg Vardy (AMC) Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1 | National Fleet Solutions Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1 | Reg Vardy (EBT) Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|-------------------------|-------------------------------------|-----------------------|---|
| Reg Vardy Limited | Ordinary £1.00 | 1,311,050 | Reg Vardy (MMC) Limited |
| | Ordinary A £1.00 | 75,000 | |
| | Ordinary B £1.00 | 2 | |
| | Preference £1.00 | 380,000 | |
| Reg Vardy Limited | Ordinary £1.00 | 1,500,000 | Reg Vardy (Property Management) Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1,000 | Reg Vardy (Rentals) Limited |
| Reg Vardy Limited | Ordinary £0.25 | 15,146,142 | Reg Vardy (TMG) Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1 | Rossleigh Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1 | RV Trustee Company Limited |
| Reg Vardy Limited | Ordinary £1.00 | 250,000 | Tyne Tees Properties Limited |
| Reg Vardy Limited | Ordinary £1.00 | 15,000 | United Motor Group Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1,500,000 | Vardy (Continental) Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1,500,000 | Vardy Contract Motoring Limited |
| Reg Vardy Limited | Ordinary £1.00 | 2 | Vardy Marketing Limited |
| Reg Vardy Limited | Ordinary £1.00 | 1 | Venture (RVL) Limited |
| Reg Vardy Limited | Ordinary £1.00 | 100,000 | Victoria (Bavaria) Limited |
| Reg Vardy (TMC) Limited | Ordinary £1.00 | 1,000 | Trust Holidays Limited |
| Reg Vardy (TMG) Limited | Ordinary £1.00 | 2,505 | Gelder Road Eight Limited |
| | £1.00 Cumulative Preference 5% | 3,100 | |
| Reg Vardy (TMG) Limited | Ordinary £0.10 | 10,000 | Reg Vardy (RTL) Limited |
| | 3% Non- Cumulative Preference £1.00 | 10,000 | |
| Reg Vardy (TMG) Limited | Ordinary £1.00 | 1,000 | Reg Vardy (TMH) Limited |
| Reg Vardy (TMG) Limited | Ordinary £1.00 | 7,500 | Trust Advertising Limited |

| Charging company | Class of shares held | Number of shares held | Company in which shares are held |
|-----------------------------|------------------------------------|-----------------------|----------------------------------|
| | 6% Preference £1.00 | 700 | |
| Reg Vardy (TMG) Limited | Ordinary £1.00 | 800 | Trust Developments Limited |
| Reg Vardy (TMG) Limited | Ordinary £1.00 | 1,000 | Trust Properties Limited |
| Reg Vardy (TMG) Limited | Ordinary £1.00 | 5,439 | Wayahead Fuel Services Limited |
| Reg Vardy (TMH) Limited | Ordinary £1.00 | 3,000 | Reg Vardy (DWSB) Limited |
| Reg Vardy (TMH) Limited | Ordinary £0.25 | 2,398,000 | Reg Vardy (MML) Limited |
| | 5% Cumulative Preference £1.00 | 500 | |
| Reg Vardy (TMH) Limited | Ordinary £0.10 | 30,000 | Reg Vardy (TMC) Limited |
| | Deferred non-voting ordinary £1.00 | 300,000 | |
| Reg Vardy (TMH) Limited | Ordinary £1.00 | 500 | Trust Motors Limited |
| Reg Vardy Limited | Ordinary B £1.00 | 1,425,000 | Reg Vardy (VMC) Limited |
| Skipper Group Limited (The) | Ordinary £1.00 | 500,000 | Comet Vehicle Contracts Limited |
| Skipper Group Limited (The) | Ordinary £1.00 | 750,000 | Extra Rentals Limited |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1650846
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 13
MAY 2009 AND CREATED BY BLETCHLEY MOTOR GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH 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 21 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2009

PO
J.S.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES