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CHFP000

Please do not write in  
this margin

Please complete  
legibly, preferably 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 £10 is payable to Companies House in respect of  
each register entry for the 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

15

00744493

Name of Company

\* Motortune Limited (the "Company")

Date of creation of the charge

9 October 2001

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

Fixed and Floating Security Document (the "Security Document")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC (the "Security Trustee")

54 Lombard Street, London

Postcode

EC3P 3AH

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

Linklaters  
One Silk Street  
London EC2Y 8HQ  
Tel: 020 7456 2000

Ref: GDM

Please return  
via  
CH London Counter

For official Use  
Mortgage Section

Post room



LD4  
COMPANIES HOUSE

\*LXYY0425\*

0432  
17/10/01

Time critical reference

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Lin MaTara

Date 16-10-01

On behalf of chargee

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

#### Note

<sup>†</sup> Delete as appropriate

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 including 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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Name of Company

Motortune Limited

Company Number

00744493

**Amount secured by the mortgage or charge**

The "Liabilities", which are defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

### Amount secured by the mortgage or charge

The Company, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Trustee (as trustee for the Finance Parties):

- 1 **Present Property:** by way of first legal mortgage, the Property.
- 2 **Other Assets:** by way of first fixed charge, all its present and future interest in:
  - 2.1 the Rent Account; and
  - 2.2 any rental guarantees that form part of any leases in relation to the Property.
- 3 **Floating Charge:** The Company, with full title guarantee and as security for the payment of all Liabilities (whether of it or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*)) or assigned by Clause 5 (*Assignment*) of the Security Document.

The Company, with full title guarantee, hereby assigns absolutely to the Security Trustee all its present and future:

- 1 **Assigned Contracts:** right, title and interest in and to the Assigned Contracts to the extent that such interest is capable of being assigned, including all moneys payable to the Company, and any claims, awards and judgments in favour of, receivable or received by the Company, under or in connection with or pursuant to the Assigned Contracts;
- 2 **Properties:** rights in relation to its Properties to the extent that such interest is capable of being assigned (except those charged by Clauses 3(a) and (b) (*Fixed Charges*) of the Security Document), including all rights against all past, present and future undertenants of its Properties and their respective guarantors and sureties;
- 3 **Insurances:** right, title and interest (if any) as co-insured in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of Insurances).

Note (1): The Facility Agreement provides that:

**Security:** Except as permitted by clause 20.9 (*Negative Pledge*) of the Facility Agreement, no Chargor shall create or permit to subsist any Security over the Charged Assets except, in the ordinary course of business, over those Charged Assets which are subject only to the floating charge created in Clause 4.1 (*Creation*) of the Security Document at the time any Security is created and/or subsisting and where no conversion pursuant to Clause 4.2 (*Conversion by notice*) or Clause 4.3 (*Automatic conversion*) of the Security Document has occurred.

**Disposal:** The Company shall not (nor shall the Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Charged Assets except:

- 3.1.1 in the ordinary course of business, those Charged Assets which are subject only to the floating charge created in Clause 4.1 (*Creation*) of the Security Document at the time of the disposal and where no conversion pursuant to Clause 4.2 (*Conversion by notice*) or Clause 4.3 (*Automatic conversion*) of the Security Document has occurred; and
- 3.1.2 as permitted by clause 20.12 (*Disposals*) of the Facility Agreement.

**Amount secured by the mortgage or charge**

**4 Conversion by Notice:** The Security Trustee may convert the floating Charge into a fixed Charge (either generally or specifically) by notice to the Company specifying the relevant Charged Assets:

**4.1** following the occurrence of a Default; and/or

**4.2** while an Enforcement Event is continuing that has not been waived.

**5 Automatic Conversion:** If:

**5.1** the Company takes any step to create any Security in breach of Clause 6.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge; or

**5.2** any person takes any step to levy any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets which is not discharged within 14 days

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

**"Agent"** means Barclays Bank PLC in its capacity as agent under the Facility Agreement

**"Arranger"** means Barclays Bank PLC in its capacity as arranger under the Facility Agreement

**"assets"** of any person means all or any part of its business, undertaking, property, assets, revenues, rights and uncalled capital, wherever located

**"Assigned Contracts"** means each of the contracts and documents listed in Schedule 4 (*Assigned Contracts*) of the Security Document

**"Borrower"** means Chelsfield plc in its capacity as Borrower under the Facility Agreement

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**"Chargors"** means the companies listed in Schedule 1 (*Chargors*) of the Security Document

**"Counterparty"** means Barclays Bank PLC in its capacity as counterparty under the Facility Agreement

**"Default"** means an Event of Default or any event or circumstance specified in clause 22 (*Events of Default*) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

any **"document"** (including the Security Document) is a reference to that document as from time to time amended, supplemented, novated, restated or replaced and includes a reference to any document which amends, supplements, novates, restates, replaces or is entered into, made or given under or in accordance with any of the terms of, that document

**"Enforcement Event"** means on and at any time after the occurrence of an Event of Default and for so long as the Event of Default remains unremedied or unwaived

**"Event of Default"** means any event or circumstance specified as such in clause 22 (*Events of Default*) of the Facility Agreement

### Amount secured by the mortgage or charge

**"Facility Agreement"** means the facility agreement dated on or about the date of the Security Document between Chelsfield plc as Borrower, the Guarantors named in that agreement (including the Chargors) Barclays Capital as Arranger, the Lenders named in that agreement, Barclays Bank PLC as Agent and Barclays Bank PLC as Security Trustee

**"Facility Lender"** means:

- (a) any Original Facility Lender; and
- (b) any bank or financial institution trust fund or other entity which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

**"Finance Document"** means the Facility Agreement, the Security Document, the other documents designated as such in Clause 1 (*Definitions and interpretation*) of the Facility Agreement and any other document designated as such by the Agent and the Company

**"Finance Party"** means the Agent, the Counterparty, the Arranger or a Lender

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Insurances"** means all contracts and policies of insurance in respect of the Property at the date of the Security Document or in the future taken out by or on behalf of the Company or (to the extent of its interest) in which the Company at the date of the Security Document or in the future has an interest

**"Inter-creditor Agreement"** means the intercreditor agreement dated on or about the date of the Security Document between the Borrower, Chelsfield Property Investments Limited, Chelsfield (UK) plc, the Agent, Barclays Bank PLC as security trustee under the Development Facility Agreement and Lloyds TSB Bank plc

**"Lender"** means any Facility Lender or any Short Term Lender

**"Original Facility Lenders"** means Barclays Bank PLC, Halifax plc and Landesbank Hessen-Thüringen Girozentrale

**"Party"** means a party to the Facility Agreement

**"person"** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality)

**"Property"** means the property (including all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon) listed next to the Company's name in Schedule 3 (*Properties*) to the Security Document

**"Rent Account"** means any account maintained by the Company in accordance with clause 12.1 (Designation of Accounts) of the Facility Agreement and includes any interest of the Company in any replacement account or sub-division of that account

**"rights"** includes rights, authorities, discretions, remedies, liberties, powers, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever)

Name of Company

Motortune Limited

Company Number

00744493

**Amount secured by the mortgage or charge**

**"Security"** includes any mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (and **"secured"** shall be construed accordingly)

Name of Company

Motortune Limited

Company Number

00744493

**Amount secured by the mortgage or charge**

Note: The Property listed next to the Company's name in Schedule 3 (*Properties*) to the Security Document is as follows:

All that property known as:

- 250 Brompton Road, London (NGL551705 & NGL551706)



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00744493

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 9th OCTOBER 2001 AND CREATED BY MOTORTUNE LIMITED FOR SECURING ALL PRESENT AND FUTURE MONIES DEBTS AND LIABILITIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC (THE "SECURITY TRUSTEE") AS SECURITY FOR THE BENEFIT OF THE FINANCE PARTIES (AS DEFINED) UNDER OR IN CONNECTION WITH ANY FINANCE DOCUMENT (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

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