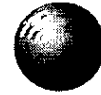


MG01

Particulars of a mortgage or charge



140432/13
iris
LASERFORM

A fee is payable with this form.

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

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

☒ **What this form is NOT for**
You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s.

FRIDAY



A16 *A96LUEXF* 12
13/11/2009
COMPANIES HOUSE

1 Company details

Company number 0 1 6 7 2 0 7 0

Company name in full Jaguar Cars Limited ("the Company")

8 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d1 m1 m1 y2 y0 y0 y9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

82 Description Floating Charge between (1) Land Rover, the Company, Land Rover Exports
Limited and Jaguar Cars Exports Limited (the "Chargors") and (2) GE
Commercial Distribution Finance Europe Limited for itself and as Security
Trustee (the "Security Trustee") (the "Floating Charge").

4 Amount secured

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

Amount secured Please see MG01 continuation page 1 - Particulars
of a mortgage or charge (Amount secured)

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.		Continuation page Please use a continuation page if you need to enter more details.
Name	GE Commercial Distribution Finance Europe Limited	
Address	5 Dashwood Lang Road, The Bourne Business Park, Addlestone, Surrey	
Postcode	K T 1 5 2 N Y	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.		Continuation page Please use a continuation page if you need to enter more details.
Short particulars	Please see MG01 continuation pages 2-7 - Particulars of mortgage or charge	

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X Hammends LLP

X

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

MG01**Particulars of a mortgage or charge****Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Natalie Williams

Company name Hammonds LLP

Address Rutland House

148 Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 J R

Country

DX 708610 Birmingham 17

Telephone +44 (0)121 222 3000

**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page
Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured 04 10	<p>All present and future obligations and other liabilities of any nature of any Chargor due, owing or incurred under or in connection with the Finance Documents (or any of them), including all obligations and liabilities now or hereafter due, owing or incurred by any Chargor to <u>a Finance Party</u> (whether alone or jointly with any other Finance Party) or any of them whether express or implied, present, future or contingent, joint or several, incurred as principal or surety determined in whatever currency or incurred under or pursuant to the Facilities Agreement or any Finance Document (including without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations thereunder or any extension of any date for payment or repayment thereunder), when the same become due for payment or discharge and interest (before as well as after judgment) to date of payment at such rates and upon such terms as may from time to time be payable and all commission, fees, expenses and other charges and all legal and other costs when the same become due for payment or discharge (the "Secured Liabilities").</p>	

Continuation page 1

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>6.1 Creation of Charge:</p> <p>The charge created by the Company under the Floating Charge is made:</p> <p>(a) in favour of the Security Trustee for the benefit of itself and each other Finance Party;</p> <p>(b) with full title guarantee; and</p> <p>(c) as security for the payment and discharge of all Secured Liabilities owed by the Company.</p> <p>6.2 Floating charge</p> <p>(a) The Company charges to the Security Trustee by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wherever, both present and future. T+95</p> <p>(b) The floating charge created by the Company under paragraph 6.2(a) above shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986. Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to the Floating Charge and the Security Trustee may appoint an Administrator of the Company pursuant to that paragraph.</p> <p>6.3 Automatic Crystallisation:</p> <p>Notwithstanding any other provision of the Floating Charge (and without prejudice to any law which may have a similar effect), the floating charge created under the Floating Charge will automatically be converted with immediate effect and without notice into a fixed charge as regards the Charged Assets subject to such floating charge but subject to paragraph 6.5 (Moratorium) below:</p> <p>(a) if any person presents or makes an application for a writ of execution, writ of fieri facias, garnishee order or charging order or otherwise levies or attempts to levy any distress, execution, attachment, expropriation, sequestration or other legal process against any of the Charged Assets or any Chargor (without the prior written consent of the Security Trustee) creates or attempts to create any Security or trust over any of the Charged Assets or</p> <p>(b) a resolution is passed or an order is made or a petition is presented for the winding-up or administration, dissolution or reorganisation in relation to any Chargor which (in the case of a winding-up petition) is not discharged within 14 days or in any event before such petition is heard or a resolution is passed for a creditors' voluntary winding-up or a creditors' voluntary winding-up is commenced; or</p> <p style="text-align: center;">Continuation page 2</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(c) an Administrator or Receiver is appointed in respect of any Chargor or the Security Trustee receives notice of an intention to appoint an Administrator pursuant to either of paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of any Chargor.

6.4 Crystallisation of Floating Charge by notice:

The Security Trustee may at any time by notice in writing to the Company convert the floating charge created by the Company pursuant to paragraph 6.2 (Floating Charge) above with immediate effect into a fixed charge as regards such assets as may be specified (whether generally or specifically) in such notice if:

(a) an Event of Default has occurred and is continuing; or

(b) the Security Trustee reasonably considers those assets to be in jeopardy (whether due to a risk of being seized or sold pursuant to any distress, attachment, execution, sequestration or other legal process); or

(c) the Security Trustee reasonably considers that it is desirable in order to protect the priority of Security; or

(d) any event described in the definition of "Change of Control" in clause 1.1 of the Facilities Agreement has occurred.

6.5 Moratorium

No floating charge created by the Floating Charge may be converted into a fixed charge on assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 of Schedule A1 of the Insolvency Act 1986.

6.6 Negative pledge, disposals and COMI

Save as expressly permitted pursuant to any Finance Document, except with the prior written consent of the Security Trustee, the Company shall not:

(a) create or permit to be outstanding any Security over any Charged Assets;

Continuation page 3

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>(b) sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose (where "dispose" shall not for these purposes include the granting of Security) of all or any of the Unfinished Vehicles or any or all of the Material Intellectual Property, or the equity of redemption therein or permit any person to do any such thing;</p> <p>(c) other than in the ordinary course of business (which for the avoidance of doubt shall include assigning receivables, proceeds of letters of credit, insurance policies and guarantees under the Factoring Facilities) sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of its Charged Assets not referred to in paragraph 6.6(b) above or the equity of redemption therein or permit any person to do any such thing (each a "Disposal"), save that the following shall be permitted:</p> <p>(i) except in relation to Finished Vehicles, any Disposal in exchange for one or more other assets comparable or superior as to type and value; or</p> <p>(ii) any Disposal which when aggregated with the value of all other Disposals made by any Chargor which have taken place in the then current financial year of Land Rover does not exceed £3,500,000 (or equivalent in other currencies); or</p> <p>(d) move its centre of main interest for the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings outside England and Wales.</p> <p>6.7 Further Assurance</p> <p>The Company shall, at its own expense, promptly do all such acts and things as the Security Trustee may reasonably require for:</p> <p>(a) creating, registering, perfecting, maintaining or protecting the Charge or any Security intended to be created by or pursuant to the Floating Charge or any of the Charged Assets;</p> <p>(b) facilitating the realisation of the Charge after it has become enforceable or the exercise of any right, power or discretion in relation to any Charged Asset or Charge vested in the Security Trustee, any Receiver or any Delegate.</p> <p>6.8 Company's Obligations Continuing</p> <p>The Company's obligations under clause 2 (Covenant to Pay) of the Floating Charge and the Charge are continuing obligations and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.</p> <p>Continuation page 4</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>6.9 Assignment and Transfer</p> <p>The Security Trustee and any Finance Party may at any time assign or otherwise transfer all or any part of its rights under the Floating Charge in accordance with and subject to the Finance Documents.</p> <p>6.10 Defined Terms</p> <p>"ABC" means ABC International Bank PLC.</p> <p>"ABC Facilities" means:</p> <p>(a) the uncommitted invoice discounting facility agreement between JCEL and ABC dated 29 January 2008.</p> <p>(b) the uncommitted global invoice discounting facility agreement between LREL and ABC dated 18 June 2009 (replacing the uncommitted global invoice discounting facility agreement dated 30 May 2008 between the same parties);</p> <p>(c) the invoice discounting facility agreement between LREL and ABC dated 5 August 2009 (replacing the invoice discounting facility agreement dated 12 September 2008 between the same parties);and</p> <p>(d) the invoice discounting facility between LREL, JCEL and ABC dated 1 September 2009,</p> <p>including any amendment, novation, supplement, extension or restatement of such facilities.</p> <p>"Administrator" means an administrator appointed under Schedule B1 of the Insolvency Act 1986.</p> <p>"Charge" means the Security from time to time created or expressed to be created by or pursuant to the Floating Charge.</p> <p>"Charged Assets" means the assets and undertakings from time to time which are the subject of the Security created or purported to be created by or pursuant to the Floating Charge and, where the context permits, the proceeds of sale of such assets and to avoid doubt "Charged Assets" shall not include Sold Assets.</p> <p>"Delegate" means a delegate, sub-delegate, attorney or co-trustee appointed, directly or indirectly pursuant to clause 9.3 (Delegation) of the Floating Charge.</p> <p style="text-align: center;">Continuation page 5</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Deutsche Facilities" means:

(a) the receivables purchase agreement between JCEL and Deutsche Bank AG, London Branch dated 18 December 2006; and

(b) the receivables purchase agreement between LREL and Deutsche Bank AG, London Branch dated December 2006,

including any amendment, novation, supplement, extension or restatement of such facilities.

"Event of Default" has the same meaning as given to that term in the Facilities Agreement.

"Facilities Agreement" means the facility agreement dated on or around the date of the Floating Charge between, inter alios, the Chargors, Jaguar Land Rover North America LLC and GE Commercial Distribution Finance Europe Limited (in each of its capacities as Arranger, Agent, Original Lender and Security Trustee).

"Factoring Counterparty" means, in relation to any Factoring Facility, the buyer or assignee under (and a party to) that Factoring Facility.

"Factoring Facilities" means the Deutsche Facilities, the ABC Facilities and any other factoring or receivables discounting facilities entered into by any Chargor at any time as permitted under the Finance Documents.

"Finance Document" has the same meaning as given to that term in the Facilities Agreement.

"Finance Party" has the same meaning as given to that term in the Facilities Agreement.

"Finished Vehicles" has the same as meaning given to that term in the Facilities Agreement.

"JCEL" means Jaguar Cars Exports Limited, a company incorporated under the laws of England and Wales, registered number 01672065 whose registered office is at Abbey Road, Whitley, Coventry CV3 4LF.

"LREL" means Land Rover Exports Limited, a company incorporated under the laws of England and Wales, registered number 01596703 whose registered office is at Banbury Road, Gaydon, Warwick, Warwickshire CV35 0RR.

"Material Intellectual Property" has the same meaning as given to that term in the Facilities Agreement.

"Receiver" means a receiver, receiver and manager or where permitted by law, administrative receiver appointed in respect of the Charged Assets by the Security Trustee pursuant to the Floating Charge or otherwise.

Continuation page 6

MG01 - continuation page
Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Security" means a mortgage, charge, pledge, lien trust, negative pledge, flawed asset arrangement, hypothecation, standard security, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Trustee" means the persons duly appointed as such pursuant to clause 27.1 of the Facilities Agreement.

"Sold Assets" means any receivables and other intangible rights (including but, not limited to, the right to receive payment under letters of credit, insurance policies and guarantees) but excluding any tangible assets assigned from time to time pursuant to a Factoring Facility to the relevant Factoring Counterparty.

"Unfinished Vehicle" has the same meaning given to it in the Facilities Agreement provided that the reference to "Borrower" therein shall be deemed to be reference to a Chargor and the reference to "Group" therein shall have the meaning given to it in the Facilities Agreement and "Unfinished Vehicles" shall be construed accordingly.

Continuation page 7



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1672070
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 11
NOVEMBER 2009 AND CREATED BY JAGUAR CARS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO A FINANCE PARTY ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 13 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES