

MG01

Particulars of a mortgage or charge



221396/13

**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-  
register particulars of a charge for a  
company. To do this, please  
use form MG01s

MONDAY

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COMPANIES HOUSE

For official use

1

**Company details**

Company number 0 1 6 7 2 0 7 0

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

13

**→ 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 d0 d9 m1 m2 y2 y0 y1 y0

3

**Description**

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

Description

Deed of charge dated 09 December 2010 (the "**Deed**") granted by the Charging Company and  
Land Rover (each a "**Chargor**"), in favour of Land Rover Pension Trustees Limited ("**LRPTL**"),  
Jaguar Pension Trustees Limited ("**JPTL**") and Jaguar Executive Pension Trustees Limited  
("**JEPTL**"), (each a "**Chargee**")

Capitalised terms are defined in the continuation pages to this Form MG01

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**Amount secured**

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

Amount secured

The "**Secured Liabilities**", which is defined in the Deed as

a) the Pension Liabilities, and

b) all liabilities of the Chargors under the Guarantees, and

c) all costs expenses and liabilities due owing or incurred to the  
Chargees under the Deed (including all costs and expenses incurred  
by the Chargees in perfecting, protecting or enforcing their rights  
under the Deed)

Part III of the continuation pages also applies to the amount secured  
by the Deed

Capitalised terms are defined in the continuation pages to this Form  
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**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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Details of the three Chargees are listed in Part I of the attached	
Address	continuation pages	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

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

	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>See part IV of the attached continuation pages for the short particulars of all the property mortgaged or charged</p> <p>Parts V of the attached continuation pages refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Deed and must be read as part of those charges</p>	

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## 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 n/a

### 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 Hagan Lovelto International LLP X

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

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## 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 Andrew Taylor (F3/AMT/2350568)

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



### Important information

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



### How to pay

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

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



### Where to send

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

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

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

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

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#### Part I - Chargees

##### Persons entitled to the Charge:

**Chargee:** Land Rover Pension Trustees Limited  
**Address:** Banbury Road, Gaydon, Warwick, Warwickshire, CV35 0RR

**Chargee:** Jaguar Pension Trustees Limited  
**Address:** Abbey Road, Whitley, Coventry, CV3 4LF

**Chargee:** Jaguar Executive Pension Trustees Limited  
**Address:** Abbey Road, Whitley, Coventry, CV3 4LF

#### Part II - Definitions

In this Form MG01, references to clauses, sections and schedules are to clauses, sections and schedules to the Deed unless otherwise specified. In this Form MG01, the following expressions have the following meaning respectively set out below:

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

**"Charge"** means any or all Security from time to time created by each Chargor, or expressed to be created by each Chargor, by or pursuant to the Deed.

**"Charged Assets"** means all the undertaking, property, assets, rights and business whatsoever for the time being subject, or expressed to be subject, to the Deed.

**"Charged IP Asset"** means, in relation to a Chargor, all and any of its assets, property rights and interests charged by it pursuant to clause 3 (*Fixed Charge*).

**"Disposal"** means in relation to any asset, any sale, lease, assignment, transfer or other disposal of that asset, or the equity of redemption of that asset (which shall exclude the granting of Security in or over that asset), and **"Dispose"** has the corresponding meaning.

##### **"Enforcement Event"** means

- (a) a meeting of any Chargor is convened for the purpose of considering any resolution for (or to apply or petition for) its winding-up or for its administration or any such resolution is passed,
- (b) any person presents a petition for the administration or winding-up of any Chargor (except where a winding up petition is filed by a creditor and is withdrawn within seven Business Days of filing or (if earlier) before advertisement),
- (c) an administrator is appointed or any notice of intention to appoint an administrator is filed at court,
- (d) a liquidator or administrative receiver is appointed in respect of a Chargor or a

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receiver is appointed over all or a material part of a Chargor's assets, or

(e) any analogous procedure or step is taken in any jurisdiction

**"Guarantees"** means the guarantees and indemnities given in the JCL Guarantee and the LR Guarantee

**"Insolvency Act"** means Insolvency Act 1986

**"Intercreditor Agreement"** means the intercreditor agreement dated on or about the date of the Deed between the Chargors, the Chargees, GE Commercial Distribution Finance Europe Limited as security trustee for the GEDFL Finance Parties (as defined in the Intercreditor Agreement) and SCB

**"Jaguar Pension Plan"** being a pension scheme to which the Charging Company and Jaguar Pension Trustees Limited are parties

**"Jaguar Executive Pension Plan"** being a pension scheme to which the Charging Company and Jaguar Executive Pension Trustees Limited are parties

**"JCL Guarantee"** means the guarantee dated on or around the date of the Deed granted by the Charging Company in favour of the Chargees

**"Land Rover Pension Scheme"** being a pension scheme to which Land Rover and Land Rover Pension Trustees Limited are parties

**"LR Guarantee"** means the guarantee dated on or around the date of the Deed granted by Land Rover in favour of the Chargees

**"Non-IP Charged Asset"** means any Charged Asset other than a Charged IP Asset

**"Party"** means a party to the Deed

**"Pensions Act"** means Pensions Act 1995

**"Pension Liabilities"** means all present and future moneys, debts and liabilities due, owing or incurred, by any Chargor to the Chargees under or in relation to any Pension Scheme Document and/or from any other obligations to the Pension Schemes including under section 75 of the Pensions Act (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)

**"Pension Scheme"** means each of Land Rover Pension Scheme, the Jaguar Pension Plan or the Jaguar Executive Pension Plan

**"Pension Scheme Documents"** means

(a) in relation to the Land Rover Pension Scheme, a recovery plan, schedule of contributions and statement of funding principles, dated on or about the date of the Deed or shortly thereafter,

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- (b) in relation to the Jaguar Pension Plan, a recovery plan, schedule of contributions and statement of funding principles, dated on or about the date of the Deed or shortly thereafter, and
- (c) in relation to the Jaguar Executive Pension Plan, a recovery plan, schedule of contributions and statement of funding principles, dated on or about the date of the Deed or shortly thereafter,

as amended, novated, supplemented, extended, restated or replaced from time to time

**"SCB"** means Standard Chartered Bank as security trustee for the Security Pool Creditors (as defined in the Intercreditor Agreement)

**"Secured Creditor"** means any person holding any Security (created prior to the occurrence of an Enforcement Event) over any Charged Assets

**"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, whether of a fixed, floating, equitable, legal or other nature

### Part III - Amount Secured by the mortgage or charge

Pursuant to clause 2 (*Covenant to pay and limit on recoveries*), each Chargor shall pay or discharge to each Chargee that Chargor's Secured Liabilities, in each case at the time and in the manner provided for in the relevant Pension Scheme Document, the Guarantees, the Pensions Act or the Deed (as the case may be) or, if the relevant Pension Scheme Document, the Guarantees, the Pensions Act or the Deed do not specify a time for payment, immediately on demand by that Chargee

Pursuant to clause 17 (*Continuing Security*), the Deed shall be a continuing security to each Chargee for the Secured Liabilities, notwithstanding any intermediate settlement of account, discharge or payment in whole or in part, or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Assets or to any other property or any other security which any Chargee may at the date of the Deed or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged

### Part IV - Particulars of property mortgaged or charged

Pursuant to clause 3 (*Fixed Charge*)

3.1 Each Chargor, as security for the payment or discharge of all the Secured Liabilities, charges to the LRPTL as Chargee by way of fixed charge all its right, title and interest in

- (a) all trade marks and service marks,

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) all domain names,
- (c) all trade names and logos, and
- (d) any associated or similar rights anywhere in the world or (to the extent of its interest),

in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same, but excluding any licence or sub-licence granted to it where its terms prohibit the granting of security), together with the proceeds of sale of any of the same

- 3 2 Each Chargor charges to the JPTL as Chargee (and to secure payment of the Secured Liabilities owed to such Chargee) by way of fixed charge all its rights, title and interest in

- (a) all trade marks and service marks,
- (b) all domain names,
- (c) all trade names and logos, and
- (d) any associated or similar rights anywhere in the world or (to the extent of its interest),

in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same, but excluding any licence or sub-licence granted to it where its terms prohibit the granting of security), together with the proceeds of sale of any of the same

- 3 3 Each Chargor charges to the JEPTL as Chargee (and to secure payment of the Secured Liabilities owed to such Chargee) by way of fixed charge all its rights, title and interest in

- (a) all trade marks and service marks,
- (b) all domain names,
- (c) all trade names and logos, and
- (d) any associated or similar rights anywhere in the world or (to the extent of its interest),

in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same, but excluding any licence or sub-licence granted to it where its terms prohibit the granting of security), together with the proceeds of sale of any of the same

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Please give the short particulars of the property mortgaged or charged

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3 4 The fixed charges created pursuant to clauses 3 1, 3 2 and 3 3 or any floating charge created pursuant to clause 4 which is subsequently converted into a fixed charge pursuant to clause 4 6 shall rank second in priority to the Security referred to in clauses 5 1(a) and (b) and shall be subject to the Intercreditor Agreement

Pursuant to clause 4 (*Floating Charge*)

4 1 Each Chargor charges to the LRPTL as Chargee (and to secure payment of the Secured Liabilities owed to such Chargee) by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wherever, both present and future

4 2 Each Chargor charges to the JPTL as Chargee (and to secure payment of the Secured Liabilities owed to such Chargee) by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wherever, both present and future

4 3 Each Chargor charges to the JEPTL as Chargee (and to secure payment of the Secured Liabilities owed to such Chargee) by way of a floating charge all of its undertaking, property, rights and assets whatsoever and wherever, both present and future

4 4 The floating charges created by the Chargors under clauses 4 1 to 4 3 shall not be qualifying floating charges for the purposes of the Insolvency Act, and each Chargee hereby agrees and confirms that

(a) Paragraph 14 of Schedule B1 to the Insolvency Act does not apply to the floating charges created by the Deed,

(b) the Deed does not empower (or purport to empower) the Chargees to appoint an administrator to either Chargor, and

(c) the Deed does not empower (or purport to empower) the Chargees to make, in respect of either Chargor, an appointment which would be the appointment of an administrative receiver within the meaning given by section 29(2) of the Insolvency Act,

and that, as a consequence, the Chargees are not holders of a qualifying floating charge in respect of either Chargor within the meaning of Paragraph 14(1) of Schedule B1 to the Insolvency Act For the avoidance of doubt, the Chargees shall not be entitled to receive notice of intention to appoint an administrator as a consequence of the Charges

4 5 The Chargees shall not be entitled to, and shall not at any time, appoint an administrator, liquidator, receiver or any other similar insolvency officer over or in relation to any Chargor or any Charged Asset as a consequence of the Charges However, nothing in the Deed shall prohibit any of the Chargees from exercising any rights that it may have as a matter of law to seek the appointment of an administrator or liquidator to a Chargor by application to the court, provided that it does not seek to rely on its status as a secured creditor (as opposed to its status as a creditor generally) in making such application

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Please give the short particulars of the property mortgaged or charged

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- 4 6 Subject to clauses 4 8 to 4 10 but otherwise notwithstanding any other provision of the Deed (and without prejudice to any law which may have a similar effect), upon the occurrence of an Enforcement Event each of the floating charges created under the Deed will automatically be converted with immediate effect and without notice into a fixed charge as regards the Charged Assets subject to such floating charges
- 4 7 The Chargees shall not be entitled to, and shall not at any time, convert by notice any floating charge created by the Deed into a fixed charge
- 4 8 No floating charge created by the Deed shall 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
- 4 9 Any charge which has converted into a fixed charge under clause 4 6 may be reconverted into a floating charge by notice in writing given at any time by the relevant Chargee to the Chargor concerned in relation to the assets specified in such notice
- 4 10 The perpetuity period under the rules against perpetuities, if applicable to the Deed, shall be the period of 125 years from the date of the Deed (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)
- 4 11 The floating charges created pursuant to clauses 4 1, 4 2 and 4 3 shall rank second in priority to the Security referred to in clause 5 1(a) and clause 5 1(b) and shall be subject to the Intercreditor Agreement

Pursuant to clause 5 1 and 5 2 (*Ranking*),

5 1 Each Chargee agrees that for all purposes (including the administration or liquidation of a Chargor) its interest and rights in and over any Charged Asset shall rank second in priority

- (a) in the case of a Non-IP Charged Asset, to any Security (created prior to the occurrence of an Enforcement Event) over that Charged Asset, and
- (b) in the case of a Charged IP Asset, to any Security of a floating charge nature (created prior to the occurrence of an Enforcement Event) over that Charged Asset (other than the floating charge created pursuant to the Deed)

5 2 The Parties agree not to amend clause 5 without the consent of each Secured Creditor whose security is registered at the relevant time at Companies House as contemplated by clause 5 3 save that clause 5 2 will cease to have effect upon all the Charges being discharged and released by the Chargees at any time Nothing in clause 5 shall require the consent of any Secured Creditor to any amendment, supplementation or replacement of any provision of the Deed (other than this clause 5 which shall require each such Secured Creditor's consent save no such consent is required for the Charges to be discharged and released by the Chargee at any time), provided that such amendment, supplementation or replacement does not adversely affect the second ranking nature of the security created by the Deed

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Please give the short particulars of the property mortgaged or charged

Short particulars

#### Part V - Covenants and Restrictions

Pursuant to clause 6 (*Charged IP Asset*),

6 1 Subject to clause 6 2, without the prior written consent of each Chargee, no Chargor shall

- (a) Dispose of any Charged IP Asset, or
- (b) enter into any contract or arrangement for use, supply or otherwise whereby any third party obtains any assignment of any Charged IP Asset on the occurrence or non-occurrence of any future event or circumstance whatever

6 2 For the avoidance of doubt, the restrictions in clause 6 1, as set out above, and elsewhere in the Deed shall not restrict any Chargor's right

- (a) to use and exploit any Charged IP Asset,
- (b) to grant any kind of licence over any Charged IP Asset save for an exclusive licence or exclusive user agreement in respect of any Charged IP Asset which relates to the manufacture, supply or sale of vehicles or parts, and/or
- (c) not to renew any registration of any registered Charged IP Asset

Pursuant to clause 7 1 (*Permissions*),

- (a) any Chargor may at any time before the occurrence of an Enforcement Event create or grant any Security of any kind whatsoever over any Non-IP Charged Asset in favour of any person, without the need for notice to, or the consent of, the Chargees
- (b) no Chargor will create or grant any Security of any kind whatsoever over any Charged IP Asset save for any Security which is otherwise permitted by the Intercreditor Agreement
- (c) Following the occurrence of an Enforcement Event, the Chargors shall not create or grant any Security of any kind whatsoever over any Charged Asset in favour of any person without the prior written consent of the Chargees (whose Charge has not been discharged and released at such time)

Pursuant to clause 7 2 (*Permissions*),

- (a) Any Chargor may Dispose of any Non-IP Charged Asset to any person or persons at any time before the occurrence of an Enforcement Event without the need for notice to or consent of any Chargee
- (b) Notwithstanding any other term of the Deed including paragraph (a) above, any person to whom a Chargor Disposes any Non-IP Charged Asset shall take free of any Security or other interest of the relevant Chargee provided that such person does not have actual knowledge of

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- (i) the crystallisation of any floating charge comprised in any Charge, or
- (ii) the occurrence of an Enforcement Event

(c) The Parties agree not to amend this clause 7.2 save that this clause will cease to have effect in relation to a Chargee upon the Charges being discharged and released by the relevant Chargee at any time

(d) All persons to whom any Chargor Disposes of a Non-IP Charged Asset shall be entitled to rely on the provisions of this clause 7.2 and shall have no duty to enquire either as to the validity of the Deed or as to whether it continues in force and effect. Any such person may, pursuant to and as contemplated by, the Contracts (Rights of Third Parties) Act 1999, enforce and enjoy the benefit of this clause 7.2

(e) Following the occurrence of an Enforcement Event, the Chargors shall not Dispose of any of the Charged Assets without the prior written consent of the Chargees (whose Charges have not been discharged and released at such time), but this shall not prevent any Secured Creditor from enforcing any Security held by it or Disposing of any Charged Asset

Pursuant to clause 22(b) (*Assignment*), no Chargor shall at any time assign or otherwise transfer all or any part of its rights or obligations under the Deed without the prior written consent of the Chargees

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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## **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. 13

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 9  
DECEMBER 2010 AND CREATED BY JAGUAR CARS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE CHARGORS TO LAND ROVER PENSION TRUSTEES  
LIMITED, JAGUAR PENSION TRUSTEES LIMITED AND JAGUAR  
EXECUTIVE PENSION TRUSTEES LIMITED 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 20  
DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES