

M

COMPANIES FORM No. 395

634366/325

Particulars of a mortgage or charge

395

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

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



04169239

Name of company

Xatirb3 Limited (the **Chargor**)

Date of creation of the charge

31 October 2008

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

A debenture dated 31 October 2008 between (amongst others) the **Chargor** and the **Security Trustee** (the **Debenture**)

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 to the Finance Parties under the Finance Documents except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (or its equivalent in any other jurisdiction) (the **Secured Liabilities**)

Note Capitalised terms not defined on this page are defined in the M395 Continuation Sheet

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

Burdale Financial Limited of 53 Queen Anne Street, London as security trustee (the **Security Trustee**) for the Finance Parties

Postcode W1G 9HP

Presentor's name address and
reference (if any)

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS
SRC/MXB/49540/00046

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

FRIDAY



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07/11/2008

4

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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)

NIL

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

Signed

Perkin Wilde Gipe LLP

Date

6

November 2008

On behalf of [company] [mortgagee/chargee][†]

Notes

[†] 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 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.

Name of company

Xatirb3 Limited

* insert full name
of company

Short particulars of all the property mortgaged or charged (continued)

1 Fixed Security

- (a) The Chargor charged by way of a first legal mortgage all the property (if any) belonging to it at the date of the Debenture and specified in Schedule 2 (*Mortgaged Property*) to the Debenture and all other interests in any freehold or leasehold property belonging to it at the date of the Debenture or in the future
- (b) The Chargor charged by way of first fixed charge
 - (i) (to the extent that they are not within Clause 3 1(a) (*UK Chargors*) of the Debenture, as set out in paragraph 1(a) of this Form 395) all interests in any freehold or leasehold property at the date of the Debenture or in the future belonging to it,
 - (ii) all Equipment (other than any Specified Equipment effectively mortgaged by way of a first legal mortgage pursuant to Clause 3 1(e) (*UK Chargors*) of the Debenture, as set out in paragraph 1(e) of this Form 395) at the date of the Debenture or in the future belonging to it and its interest in any such Equipment in its possession at the date of the Debenture or in the future,
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances,
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them,
 - (v) its goodwill and its uncalled capital both present and future,
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account,
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3 1(b)(vi) (*UK Chargors*) of the Debenture, as set out in sub-paragraph 1(b)(vi) of this Form 395,
 - (viii) its rights under any hedging arrangements,
 - (ix) any of its beneficial interest, claim or entitlement in any pension fund,
 - (x) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it, and
 - (xi) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever)
- (c) The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge Group Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage
- (d) The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge all the Related Rights accruing to all or any of the Group Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge

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- (e) The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge all of its right, title and interest in and to
 - (i) the Specified Equipment, and
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

2 Floating Charge

- (a) The Chargor charged by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by Clause 3 (*Fixed Security*) of the Debenture (as set out in paragraph 1 of this Form 395)
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 4 1 (*Creation*) of the Debenture (as set out in paragraph 2(a) of this Form 395)

3 Nature of Security created

The Security Interests created under the Debenture were created

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities,
- (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,
- (c) in favour of the Security Trustee as trustee for the Finance Parties, and
- (d) with full title guarantee

4 Negative Pledge

The Chargor covenanted that it shall not

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Debenture, or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 4 1 (*Floating Charge*) of the Debenture (as set out in paragraph 2(a) of this Form 395) and except as provided for under the Finance Documents

5 Definitions

In this Form 395

Blocked Accounts means the bank accounts of the Chargor specified in Part I of Schedule 5 (*Blocked Accounts*) to the Debenture (as set out in Part I of Schedule 2 of this Form 395) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Security Trustee may designate or approve

Name of company

* insert full name
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Xatirb3 Limited

Book Debts means

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)

Borrower means an Original Borrower or an Additional Borrower (each capitalised term as defined in the Facility Agreement)

Charged Accounts means the Blocked Accounts and the Other Accounts

Deed of Accession means a deed of accession substantially in the form set out in Schedule 6 (*Deed of Accession*) to the Debenture

Equipment means (save to the extent that any such items form part of the Chargor's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Chargor and property (other than Fixtures) now or in future relating to it or used in connection with it and replacements and substitutions for it wherever located

Facility Agreement means the financing agreement dated 31 October 2008 between, among others, Seton House Group Limited, Premium Aircraft Interiors UK Limited and Burdale Financial Limited

Finance Document means the Debenture, the Security Documents, each Fee Letter, the Syndication Letter, any L/C, any Accession Letter, each Compliance Certificate and any other document designated as such by the Agent (each capitalised term as defined in the Facility Agreement, unless defined in this Form 395)

Finance Parties means the Arranger, the Agent, the Security Trustee and the Lenders and **Finance Party** means any of them (each capitalised term as defined in the Facility Agreement, unless defined in this Form 395)

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgage Property

Group Shares means all shares specified in Schedule 4 (*Group Shares*) to the Debenture (as set out in Schedule 1 of this Form 395) or in the Schedule to any Deed of Accession or, when used in relation to the Chargor, such of those shares as are specified against its name in Schedule 4 (*Group Shares*) to the Debenture or in the Schedule to any Deed of Accession, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Debenture or in the future owned by the Chargor or used in relation to the Chargor

Guarantor means an Original Guarantor or an Additional Guarantor (each capitalised term as defined in the Facility Agreement)

Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how (as defined in the Debenture), business names, trade names, brand names, copyright

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Name of company

* insert full name
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Xatirb3 Limited

and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property

Lenders means

- (a) the Original Lender, and
- (b) any institution which becomes a party to the Facility Agreement as a Lender in accordance with Clause 24 (*Changes to Lenders*) of the Facility Agreement,

(each capitalised term as defined in the Facility Agreement, unless defined in this Form 395)

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture

Obligor means a Borrower or a Guarantor

Other Accounts means the bank accounts of the Chargor specified in Part II of Schedule 5 (*Other Accounts*) to the Debenture (as set out in Part II of Schedule 2 to this Form 395) and/or in the Schedule to any Deed of Accession and/or such other bank accounts of the Chargor as the Security Trustee may designate or approve

Permitted Security Interest means

- (a) any Security Interest granted in favour of the Lenders,
- (b) any Security Interest which arises by operation of law in the ordinary course of trading,
- (c) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Obligor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Obligor and as permitted by the terms of the Facility Agreement,
- (d) a Security Interest constituting cash collateral in respect of the ancillary facilities provided by a third party lender to the Group but only if
 - (i) any such cash collateral granted by a member of the Group is financed solely by way of a loan or equity injection made to a member of the Group on or after the date of the Facility Agreement, and
 - (ii) the loan or equity injection (as the case may be) referred to in paragraph (i) above
 - (aa) is made by a person or entity which is not a member of the Group,
 - (bb) is in an amount at least equal to the amount of cash collateral to be provided to the third party lender, and
 - (cc) is subordinated on terms acceptable to the Agent,
- (e) any other Security Interest specifically permitted by the terms of any other Finance Document, and
- (f) any Security Interest to which the Agent has given its prior written consent,

(each capitalised term as defined in the Facility Agreement, unless defined in this Form 395)

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Name of company

Xatirb3 Limited

* insert full name
of company

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Security Assets means all assets of the Chargor the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Interest means a mortgage, charge, standard security, pledge, lien, cash collateral or other security interest securing any obligation of any person, or any arrangement having similar effect

Specified Equipment means the Equipment (if any) specified in Schedule 8 (*Specified Equipment*) to the Debenture or in the Schedule to any Deed of Accession

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 7 (*Specified Intellectual Property*) to the Debenture or in the Schedule to any Deed of Accession

6 Interpretation

Any reference in this Form 395 to

- (a) **assets** includes present and future properties, revenues and rights of every description,
- (b) an **authorisation** means an authorisation, consent, approval, licence, resolution, filing or registration,
- (c) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated with the approval of the Security Trustee,
- (d) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,
- (e) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing,
- (f) a **regulation** includes any regulation, rule, official directive, request or guideline of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (g) a provision of law is a reference to that provision as amended or re-enacted,
- (h) words importing the singular shall include the plural and vice versa,
- (i) a charge or mortgage of any freehold or leasehold property includes all Premises and Fixtures on that property, the proceeds of sale of any part of that property, and the benefit of any covenants for title (or any monies paid or payable in respect of them) given or entered into by any predecessor in title in respect of that property,
- (j) any party or person includes any person deriving title from it or any permitted successor, transferee or assignee

Name of company

* insert full name
of company

Xatirb3 Limited

Schedule 1– Group Shares

Chargor	Company Name	Type of Share	Number of Shares
Seton House Group Limited	PAIG Holdings Limited	A Ordinary Shares of £0 01	105,000
Seton House Group Limited	PAIG Holdings Limited	B Ordinary Shares of £1000	2
PAIG Holdings Limited	PAIG Finance Limited	Ordinary shares of £1 00	6,347,003
PAIG Finance Limited	PAIG Funding Limited	Ordinary shares of £1 00	75,767,002
Seton House Group Limited	PAIG Funding Limited	Ordinary share of £1 00	1
PAIG Funding Limited	PAIG Acquisition Limited	Ordinary shares of £1 00	224,547,612
PAIG Acquisition Limited	PAIG International Limited	Ordinary shares of £0 10	307,904,679
PAIG Acquisition Limited	PAIG Overseas Limited	Ordinary shares of £1 00	480,238,442
PAIG International Limited	Seton House International Services Limited	Ordinary shares of £1 00	10,329,138
PAIG International Limited	Seton House Technical Services Limited	Ordinary shares of £1 00	3,912,384
Seton House Technical Services Limited	Premium Aircraft Interiors Group Limited	Ordinary shares of £1 00	4,032,953
Premium Aircraft Interiors Group Limited	Contour Premium Aircraft Seating Limited	Ordinary shares of £1 00	10,000
PAIG International Limited	Welford Engineering (Oldbury) Limited	Ordinary shares of £1 00	15,612
Seton House International Services Limited	Welford Engineering (Oldbury) Limited	Ordinary share of £1 00	1
PAIG International Limited	Xatirb5 Limited	Ordinary share of £0 20	521,309

Name of company

* insert full name
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Xatirb3 Limited

Chargor	Company Name	Type of Share	Number of Shares
Seton House International Services Limited	Xatirb5 Limited	Ordinary share of £0 20	1
Seton House Technical Services Limited	Seton House Investments Limited	Deferred shares of £1 00	6,300
Seton House Technical Services Limited	Seton House Investments Limited	Ordinary shares of £0 05	92,974,300
Seton House Investments Limited	Seton House Birmingham	Ordinary shares of £1 00	3,126,085
PAIG International Limited	Britax Pensions Management Limited	Ordinary shares of £1 00	2
PAIG International Limited	Forward Seton House Limited	Ordinary shares of £1 00	999
Seton House International Services Limited	Forward Seton House Limited	Ordinary shares of £1 00	1
PAIG International Limited	Griffiths Bentley & Co Limited	Ordinary shares of £0 05	56,164,215
Seton House International Services Limited	Griffiths Bentley & Co Limited	Ordinary shares of £0 05	1
PAIG International Limited	Restmor Group Limited	Ordinary shares of £0 25	10,317,587
Seton House International Services Limited	Restmor Group Limited	Ordinary share of £0 25	1
Seton House International GmbH	PAIG German Holdings Limited	Ordinary shares of £1 00	55,864,297
PAIG German Holdings Limited	Premium Aircraft Interiors UK Limited	Ordinary shares of £1 00	25,864,297
Seton House International S A	Xatirb3 Limited	Ordinary shares of £1 00	85,000,000
Seton House Luxembourg, S a r l	Xatirb3 Limited	Ordinary shares of £1 00	247,243,299
Seton House Luxembourg, S a r l	Seton House Automotive Components	A Ordinary shares of \$1 00	13,532
Seton House Luxembourg, S a r l	Seton House Automotive Components	B Ordinary shares of \$0 50	74,271
Seton House Luxembourg,	Seton House Automotive	C Ordinary	24,930

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Name of company

* insert full name
of company

Xatirb3 Limited

Chargor	Company Name	Type of Share	Number of Shares
S a r l	Components	shares of \$0 25	
Seton House Luxembourg, S a r l	Seton House Automotive Components	D Ordinary shares of \$0 75	15,921
Seton House Luxembourg, S a r l	Xatirb	Ordinary shares of £0 0006	3,532,506,668
Seton House Luxembourg, S a r l	Xatirb	Unpaid Ordinary share of £1 00	1
Seton House Luxembourg, S a r l	Seton House Contour	A Ordinary shares of €1 00	6,195,275
Seton House Luxembourg, S a r l	Seton House Contour	B Ordinary shares of €0 25	116,347,559
Seton House Luxembourg, S a r l	Seton House Contour	C Ordinary shares of €0 25	28,384,632
Seton House Investments Limited	Portchester Limited	Ordinary shares of £0 10	3,600,000

Name of company

* insert full name
of company

Xatirb3 Limited

Schedule 2– Charged Accounts**Part I – Blocked Accounts**

Company	Bank	Account No	Currency
Premium Aircraft Interiors UK Ltd t/a Contour Customer Services	Barclays	50371890	GBP
Premium Aircraft Interiors UK Limited t/a Contour Customer Services	Barclays	57072155	EUR
Premium Aircraft Interiors UK Limited t/a Contour Premium Aircraft Seating	Barclays	10720194	GBP
Premium Aircraft Interiors UK Limited t/a Contour Premium Aircraft Seating	Barclays	47799833	EUR
Premium Aircraft Interiors UK Limited t/a Heath Tecna	Barclays	20118397	GBP
Premium Aircraft Interiors UK Limited t/a Heath Tecna	Barclays	47799288	EUR

Part II – Other Accounts

Company	Bank	Account No.	Currency
Premium Aircraft Interiors UK Limited t/a AIS Central	Barclays	80249025	GBP
Premium Aircraft Interiors UK Limited t/a Contour Customer Services Sterling Payables	Barclays	23998258	GBP
Premium Aircraft Interiors UK Limited t/a Contour Customer Services Euro Payables	Barclays	58936566	EUR
Premium Aircraft Interiors UK Limited t/a Contour Customer Services USD Payables	Barclays	46027511	USD
Premium Aircraft Interiors UK Limited t/a Contour Premium Aircraft Seating Sterling Payables	Barclays	93287459	GBP
Premium Aircraft Interiors UK Limited t/a Contour Premium Aircraft Seating Euro Payables	Barclays	73843533	EUR
Premium Aircraft Interiors UK Limited t/a Contour Premium Aircraft Seating USD Payables	Barclays	64570833	USD
Premium Aircraft Interiors UK Limited t/a Heath Tecna Sterling Payables	Barclays	23565750	GBP
Premium Aircraft Interiors UK Limited	Barclays	73843499	EUR

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Name of company

* insert full name
of company

Xatirb3 Limited

Company	Bank	Account No	Currency
t/a Heath Tecna Euro Payables			
Premium Aircraft Interiors UK Limited t/a Heath Tecna USD Payables	Barclays	55298088	USD
PAIG Acquisition Limited	Barclays	30982865	GBP
PAIG Acquisition Limited	Barclays	74122244	EUR
PAIG Acquisition Limited	Barclays	83394988	USD
PAIG Acquisition Limited	Barclays	87031366	AUD
PAIG Acquisition Limited	HSBC	57847292	EUR
PAIG Funding Limited	Barclays	70207918	GBP
PAIG German Holdings Limited	Barclays	40849278	GBP
PAIG Holdings Limited	Barclays	30424900	GBP
PAIG International Limited	Barclays	218480	GBP
PAIG Overseas Limited	Barclays	90612782	GBP
Premium Aircraft Interiors Group Limited	Barclays	47662588	USD
Premium Aircraft Interiors Group Limited	Barclays	47662622	AUD
Premium Aircraft Interiors Group Limited	Barclays	62571622	EUR
Premium Aircraft Interiors Group Limited	Barclays	70282960	GBP
Seton House Group Limited	Barclays	60903302	GBP
Seton House International Services Limited	Barclays	20756725	GBP
Seton House Investments Limited	Barclays	40690201	GBP
Seton House Technical Services Limited	Barclays	80184578	GBP
Britax Pensions Management Limited	Barclays	40554944	GBP
Forward Seton House Limited	Barclays	70379956	GBP
Heath Tecna Inc	Barclays	00829625	GBP
Seton House Automotive Components	Barclays	40952346	GBP
Seton House Automotive Components	Barclays	86229766	USD
Seton House Contour	Barclays	10354945	GBP

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Xatirb3 Limited

Company	Bank	Account No.	Currency
Seton House Contour	Barclays	45498199	EUR
Xatirb Unlimited	Barclays	70406023	GBP
Xatirb3 Limited	Barclays	50530735	GBP
Xatirb3 Limited	Barclays	76533333	EUR
Xatirb3 Limited	Barclays	86228044	USD



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4169239
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 OCTOBER
2008 AND CREATED BY XATIRB3 LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN
TO BURDALE FINANCIAL LIMITED AS SECURITY TRUSTEE
FOR THE FINANCE PARTIES 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 7 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2008

LC/PC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES