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COMPANIES FORM NO 395

00400009/AC
✓ 395**PARTICULARS OF A MORTGAGE OR CHARGE**

Pursuant to Section 395 of the Companies Act 1985

To the Registrar of Companies

For Official Use

Company Number

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05764183 ✓

Name of Company

CAMBRIA AUTOMOBILES ACQUISITIONS LIMITED ✓

Date of creation of the charge

15-01-2009 ✓

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

Debenture (see Short Particulars).

Amount secured by the mortgage or charge

All monies and liabilities which now are or shall at any time hereafter be due owing or incurred by **CAMBRIA AUTOMOBILES ACQUISITIONS LIMITED** ("the Borrower") to **FCE Bank plc** ("FCE") on any account or in any manner whatsoever whether actually or contingently and whether solely or jointly with any other person firm or company and whether due from the Borrower as guarantor indemnifier or principal debtor including without limitation all costs, charges, expenses and other payments for which the Borrower shall be liable pursuant to this Debenture on a full indemnity basis; and

interest on the foregoing day by day from demand until full discharge such interest to be chargeable at the specified rate (as well after as before any judgement)

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

FCE Bank plc

Central Office, Eagle Way, Brentwood, Essex

Postcode

CM13 3AR

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

Mr D Mitchelson
FCE Bank plc
5th Floor 1-504
Central Office
Brentwood
Essex CM13 3AR

DX 124282 Brentwood 4For Official Use
Mortgage Section

Post Room

SATURDAY



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17/01/2009

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Short particulars of all the property mortgaged or charged

- a) by way of legal mortgage all the freehold and leasehold property of the Borrower hereto together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof;
- b) by way of legal mortgage all other freehold and leasehold property now vested in the Borrower together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of the sale thereof;
- c) by way of fixed charge all estate or interest of the Borrower in any freehold or leasehold property at any time hereafter during the continuance of this security belonging to or charged to the Borrower together with all buildings fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and/or the proceeds of sale thereof; (cont...)

Particulars as to commission allowance or discount (note 3)

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Signed



Date 16-01-2009

On behalf of [company] [mortgagee/chargee]

NOTES

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal Charge", etc., as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the Company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally; or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

PARTICULARS OF A MORTGAGE OR CHARGE
[Continued from Page 2]

**Continuation Sheet No 1 -of- 1
to Form No 395**

Company Number

05764183

Name of Company

CAMBRIA AUTOMOBILES ACQUISITIONS LIMITED

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

d) by way of fixed charge all stocks shares and other securities of any kind now or hereafter owned whether at law or in equity) by the Borrower including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of redemption bonus preference option dividend or otherwise and all rights and interests of the Borrower in and claims under all policies of insurance and assurance now or hereafter held by or enuring to the benefit of the Borrower;

e) by way of fixed charge all interests not herein before effectively charged now or hereafter belonging to the Borrower in or over land or the proceeds of sale of land all licences now or hereafter held by the Borrower to enter upon or use land and the benefit of all other agreements relating to land to which the Borrower is or may become party or otherwise entitled and all trade and tenant's fixtures plant and machinery now and hereafter annexed for whatever purpose to all freehold and leasehold property an interest in which stands charged hereunder;

f) by way of fixed charge all books and other debts now and from time to time due or owing to the Borrower and whether presently payable or hereafter falling due for payment (including bank deposits and credit balances) and all rights and claims of the Borrower against third parties now or hereafter existing and capable of being satisfied by the payment of money;

g) by way of fixed charge all goodwill and uncalled capital for the time being of the Borrower and all patents patent applications inventions trademarks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties and other income deriving from the same both present and future of the Borrower;

h) by way of fixed charge all plant and machinery now or at anytime hereafter belonging to the Borrower (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress) and all trade and other fixtures fixed plant and machinery not mentioned in a) to e) inclusive and all chattels now or at any time hired or leased by the Borrower to any other person together in each case with the benefit of the related hiring or leasing contract and any guarantee indemnity or other security for the performance of the obligations of any person under such contract; and

i) by way of floating charge all Assets of the Borrower whatsoever and wheresoever not herein before effectively charged by way of fixed charge including (without limitation) any immovable property of the Borrower and any assets falling within any of the types mentioned in a) to h) inclusive situate in Scotland not hereinafter effectively charged by way of fixed charge but so that the Borrower shall not be at liberty without the consent in writing of FCE to create or permit to continue any mortgage or charge upon or suffer any lien to affect any part of the undertaking or assets of the Borrower subject to the floating charge either in priority to or pari passu with that charge or to sell part with or dispose of the whole or except in the ordinary course of business any part of the Borrower's undertaking and assets.

Appendix

The Borrower undertakes that any debentures mortgages or charges hereafter created by the Borrower (other than in favour of Ford Credit) shall be expressed to be subject to this debenture.

No subsidiary of the Borrower shall except with the prior written consent of FCE create any mortgage or charge over or suffer any lien (except a lien arising by operation of law in the ordinary course of business) to affect any assets of any such subsidiary or raise any loan or guarantee indemnity endorse or become surety for the payment of any debt or obligation of any person directly or contingently except for recourse undertakings in respect of the obligations of such subsidiary's customers under leasing hiring or other kinds of financing arrangements.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5764183
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 15 JANUARY
2009 AND CREATED BY CAMBRIA AUTOMOBILES
ACQUISITIONS LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO FCE BANK PLC 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 17 JANUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 JANUARY
2009

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES