

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

169029/234  
**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

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

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

6030553

Name of company

\* aAim Lagonda Purchaser Limited (the "**Chargor**")

Date of creation of the charge

19 December 2006

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

Charge over Shares (the "**Charge**") dated 19 December 2006 entered into between (1) the Chargor and (2) The Governor and Company of the Bank of Scotland as Security Trustee (the "**Security Trustee**").

Amount secured by the mortgage or charge

Please see Appendix 1 attached.

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

The Governor and Company of the Bank of Scotland of The Mound, Edinburgh

Postcode EH1 1JZ

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

Eversheds LLP (Ref: MKG)

Kett House  
Station Road  
Cambridge  
CB1 2JY

(102309.010649/431937)

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



\*AQMA9LKA\*

A50

22/12/2006

698

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Appendix 2 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

Signed

*Eversheds LLP*

Date

*21 December 2006*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

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

† delete as  
appropriate

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.
- 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

## **Appendix 1**

All indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargor to the Beneficiaries (or any of them) under any of the Finance Documents, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses PROVIDED THAT "**Secured Obligations**" shall not include any obligation or liability to the extent that if it were so included this deed (or any part of it) would give rise to financial assistance within the meaning of Sections 152(1)(a) of the Companies Act 1985 (the "**Companies Act**") unless such financial assistance is not prohibited by virtue of the provisions of Section 153 of the Companies Act or by virtue of due compliance with the provisions of Sections 155 to 158 (inclusive) of the Companies Act (the "**Secured Obligations**")

Capitalised terms used in this Companies Form 395 are defined, unless the context otherwise requires, in the attached Schedule of Definitions.

## **Appendix 2**

### **1.1 Grant of security**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges and agrees to charge in favour of the Security Trustee:

- 1.1.1 by way of first legal mortgage, the Shares;
- 1.1.2 by way of first equitable mortgage, the Distribution Rights from time to time accruing to or on the Shares; and
- 1.1.3 to the extent not validly and effectively charged by way of mortgage pursuant to clauses 1.1.1 or 1.1.2, by way of first fixed, charge the Secured Property and all the Chargor's interest in the Secured Property.

### **1.2 Negative pledge**

The Chargor is not to create, extend or permit to subsist any security over any of the Secured Property.

### **1.3 Restrictions on disposals**

The Chargor is not to sell, transfer or otherwise dispose of its interest (whether legal or beneficial) in the Secured Property.

## 1.4 Exceptions

Clauses 1.2 (*Negative pledge*) and 1.3 (*Restrictions on disposals*) do not apply:

- 1.4.1 to the security created or required to be created by this deed;
- 1.4.2 to the Permitted Security;
- 1.4.3 to any security or transaction to which the Security Trustee has given its written consent; or
- 1.4.4 to any other security or transaction which is permitted pursuant to the terms of the Facilities Agreement.

### **Schedule of definitions relevant to Appendix 1 and Appendix 2 above.**

**"Beneficiaries"** shall have the same meaning as in the Intercreditor Agreement.

**"Debenture"** means the debenture dated on or around the date of the Charge in favour of the Security Trustee from the Chargor.

**"Delegate"** means any delegate, agent, attorney or trustee appointed by the Security Trustee

**"Default Rate"** means two per cent. per annum above the highest rate of Interest ordinarily applicable to the Secured Obligations from time to time

**"Discharge Date"** means the date with effect from which the Security Trustee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments cancelled

**"Distribution Rights"** means:

- (a) all dividends, distributions, interest and other income paid or payable on any Share;
- (b) all shares or other property derived from any Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise); and
- (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any Share

**"Enforcement Party"** means any of the Security Trustee, a Receiver or a Delegate

**"Expenses"** means all fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses,

in each case calculated on a full indemnity basis and together with VAT, properly and reasonably incurred by any Enforcement Party in connection with the Secured Property, the preparation, negotiation and creation of the Charge, perfecting, enforcing or exercising any power under the Charge, the appointment of any Receiver or Delegate, the breach of any provision of the Charge and / or the protection, realisation or enforcement of the Charge, and includes the costs of transferring to the Security Trustee or the Receiver any security ranking in priority to the security constituted by the Charge, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require

**"Facilities Agreement"** means a loan agreement dated on or around the date of this Charge and made between (1) the Chargor (2) BoS as Arranger (3) various financial institutions listed in Schedule 1 thereof as the Lenders (4) BoS as Agent (5) the Security Trustee as Security Trustee (6) HBOS Treasury Services Plc as Hedging Bank and (7) BoS as Guarantor Bank as the same may be varied, amended, modified, supplemented or replaced

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

**"Intercreditor Deed"** means the intercreditor agreement dated on or around the date of the Charge and entered into between the Chargor and the Security Trustee.

**"Interest"** means interest at the rate provided in and calculated and compounded in accordance with the Facilities Agreement both before and after judgement

**"LPA"** means Law of Property Act 1925

**"Party"** means a party to this deed

**"Receiver"** means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Charge in respect of the Chargor or in respect of the Secured Property or any of them

**"Secured Property"** means the assets charged at clause 1.1 (*Grant of Security*) of Appendix 2 and includes any part or parts of them

**"Security Documents"** shall have the same meaning as in the Debenture

**"Security Period"** means the period beginning on the date of this deed and ending on the Discharge Date

**"Shares"** means the 29,721,539 ordinary shares of £1.00 in the capital of Venice Newco A Limited (company number 05860068) and also all other stocks,

shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time or any in which it has an interest

**"Third Parties Act"** means the Contracts (Rights of Third Parties) Act 1999

**"VAT"** means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

FILE COPY



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY No. 06030553

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 19th DECEMBER 2006 AND CREATED BY AAIM LAGONDA PURCHASER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES (OR ANY OF THEM) 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 22nd DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JANUARY 2007.

A handwritten signature in dark ink, appearing to be 'J. B.' or similar, located in the lower left quadrant of the page.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES