

MG01

Particulars of a mortgage or charge

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Oyez

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 reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

THURSDAY



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A32

15/09/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 1 9 8 6 8 4

Company name in full

Jensen International Automotive Limited (the "**Company**")

Filing 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

0 5 0 9 2 0 1 1

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

Debenture (the "**Debenture**")

4

Amount secured

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

Amount secured

All money, debts, obligations and liabilities from time to time
due, owing or incurred by the Company to the Chargee (both
present and future, actual or contingent and whether owed
jointly or in any other capacity whatsoever) (the "**Company's**
Liabilities")

Continuation page

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

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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 | |
| Name | Charles Dunstone (the "Chargee") | |
| Address | 71 Addison Road | |
| | London | |
| Postcode | W 1 4 8 E B | |
| Name | | |
| Address | | |
| Postcode | | |

Continuation page

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

6 Short particulars of all the property mortgaged or charged

| | | |
|-------------------|---|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>The paragraph numbers in this part 6 correspond to the relevant clause numbers of the Debenture</p> <p>3 Charge</p> <p>3 1 The Company with full title guarantee and as a continuing security for the payment, discharge and performance of the Company's Liabilities charges in favour of the Chargee</p> <p>(a) by way of first legal mortgage all estates or interests in freehold and leasehold property of the Company and any part or parts of it and including all rights attached or related to it but now vested in the Company (whether or not registered at Land Registry) together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property.</p> <p>(b) by way of first fixed charge</p> <p>(i) all estates or interests in all future freehold and leasehold property of the Company together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property,</p> <p>(ii) all present and future plant and machinery now or in the future belonging to the Company (not otherwise charged under the Debenture), its interest in any plant or machinery in its possession and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same.</p> <p>(iii) all stocks, shares and other securities now or in the future belonging to the Company, together with all dividends, distributions and other rights deriving from them or pertaining to them and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.</p> <p>(Please see MG01 continuation sheet)</p> | |

Continuation page

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

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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

Short particulars

- (iv) all the Company's accounts with any bank, financial institution, or other person at any time and all monies at any time standing to the credit of such accounts.
 - (v) all goodwill and uncalled capital of the Company,
 - (vi) the benefit of all licences, consents agreements and Authorisations held or used in connection with the Company's business or the use of any of the Company's assets,
 - (vii) all letters of credit issued in the Company's favour and all bills of exchange and other negotiable instruments held by the Company.
 - (viii) all patents, trade marks, trade names, service marks, designs and other intellectual property rights, choses in action and claims and all fees, royalties and other rights of every kind deriving from them now or in the future belonging to the Company (in each case, whether registered or unregistered and including all applications for the same) (the "**Intellectual Property Rights**").
 - (c) by way of first absolute legal assignment, with full title guarantee, all right, title and interest of the Company in and to
 - (i) all present and future insurance policies, all claims under those insurance policies and all proceeds of claims under those insurance policies.
 - (ii) all present and future Contracts, all claims under those Contracts and all proceeds of claims under those Contracts,
 - (iii) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Company or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),
 - (iv) the benefit of all rights, guarantees, security interests and remedies relating to any of the foregoing, and
 - (v) all proceeds of any of the foregoing not otherwise assigned under Clause 3 1(c) of the Debenture.

(the assignments in Clause 3 1(c) of the Debenture are absolute assignments for the purposes of section 136 Law of Property Act 1925 and to the extent that any right referred to in Clause 3 1(c) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Company's present and future rights and claims to any proceeds of such rights). and

 - (d) by way of first floating charge the whole of the Company's undertaking and all its property and assets whatsoever and wheresoever both present and future other than the property and assets from time to time effectively charged to the Chargee by way of legal mortgage or fixed charge or assignment by the Debenture
- (Please see MG01 continuation sheet)

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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Short particulars

3.2 The Chargee may convert the first floating charge created by Clause 3 1(d) (Charge) of the Debenture by notice in writing to the Company into a first fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the said property and assets as are specified by such notice. The floating charge created by the Debenture shall, unless otherwise agreed in writing by the Chargee, automatically and without notice be converted into a fixed charge

(a) in respect of any undertaking, property and assets in respect of which the Company creates, permits to subsist or suffers any security interest (other than the Debenture) in breach of Clause 5 1(a) (Restrictions on dealing) of the Debenture,

(b) in respect of all the undertaking, property and assets charged under Clause 3 1(d) (Charge) of the Debenture if and when the Company ceases to carry on business or to be a going concern,

(c) in respect of all the undertaking, property and assets charged under Clause 3 1(d) (Charge) of the Debenture on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or on the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company, or

(d) on, and at any time after, the occurrence of a Default which is continuing

The provisions of Clause 3 2 of the Debenture shall not preclude the floating charge created by Clause 3 1(d) (Charge) of the Debenture from becoming fixed in any of the events in which it would do so under the general law

3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charge created by Clause 3 1(d) (Charge) of the Debenture and the floating charge created by the Debenture is a qualifying floating charge for the purposes of this paragraph

5 Restrictions on dealing

5 1 The Company shall not (either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily) without the prior written consent of the Chargee

(a) create or attempt to create or permit to subsist or suffer any mortgage, charge, pledge, hypothecation, lien or other security interest on any of its assets, other than the Debenture,

(b) save in the course of its normal business, part with, sell, transfer, lease, lend or otherwise dispose of the whole or any part of its rights, undertaking, property or assets or enter into any agreement or grant any option for any such sale, transfer, lease, loan or other disposal.

(Please see MG01 continuation sheet)

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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

Short particulars

(c) part with possession of any freehold or leasehold property or any part or parts of it (otherwise than on the determination of any lease, tenancy or licence). grant or agree to grant any option or any lease, licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 and 100 of the Law of Property Act 1925, provided that such restrictions shall not be construed as a limitation on the powers of any receiver appointed under the Debenture who, being an agent of the Company, may grant or accept surrenders of leases without restriction,

(d) pull down or remove or redevelop or make any material alteration to the whole or any part of any buildings or sever, unfix or remove any fixtures or remove any plant or machinery belonging to or in use by the Company except for the purpose of effecting repairs or replacing the same,

(e) vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its leasehold properties,

(f) allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of its leasehold or freehold properties (or any part of them) or create or permit to arise any overriding interest (as specified in Schedule 1 or 3 to the Land Registration Act 2002) affecting any such property, or

(g) knowingly do or cause or permit or suffer to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any of its rights, property or undertaking or the security created by the Debenture

15 Further assurance

15 1 The Company shall, at the Company's cost, whenever requested by the Chargee (acting reasonably) promptly

(a) execute a valid legal mortgage in such form as the Chargee may reasonably require of any freehold or leasehold property now or in the future belonging to the Company which is not by the Debenture effectively charged by way of legal mortgage.

(b) execute a valid fixed charge or assignment in such form as the Chargee may reasonably require of any of the Company's rights, property, assets and undertaking subject to the floating charge under the Debenture, and

(c) execute and sign all such other deeds, agreements, assignments, notices, instruments and documents and do all such things as the Chargee may reasonably require in relation to any property or assets specified by the Chargee for the purpose of perfecting or more effectively providing security to the Chargee for the payment and discharge of the Company's Liabilities or for the purpose of facilitating the realisation of the undertaking, property or assets charged by the Debenture on the exercise of the Chargee's rights under it

15 2 The Company must promptly deposit with the Chargee all title documents, planning and statutory consents from time to time relating to the Charged Property

(Please see MG01 continuation sheet)

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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

Short particulars

In this form MG01:

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"**Charged Property**" means the whole or any part of the property, assets, income and undertaking of the Company from time to time mortgaged, charged, assigned or otherwise secured in favour of the Chargee pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof

"**Contracts**" mean all the Company's rights, title, interest and benefit in and to any contract to which the Company is a party (including, but not limited to, contracts relating to or containing Intellectual Property Rights in any way whatsoever)

"**Default**" has the meaning given to "Event of Default" in the Loan Agreement

"**Loan Agreement**" means the loan agreement dated on the date of the Debenture between the Chargee and the Company

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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 870).

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 866). 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 *Oskome Blake*

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
TSB 0979828

Company name
Osborne Clarke

Address
1 London Wall

London

Post town

County/Region

Postcode
E C 2 Y S E B

Country

DX
DX 466 LDE

Telephone
+44 (0) 20 7105 7000



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7198684
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5
SEPTEMBER 2011 AND CREATED BY JENSEN INTERNATIONAL
AUTOMOTIVE LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO CHARLES
DUNSTONE ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 15 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES