In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

938935/13

Companies House — for the record —

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**
You cannot use this form particulars of a charge fo company To do this, plea form MG01s

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A16 15/09/2011 158
COMPANIES HOUSE

For official use 44

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 2 7 1 4 1 8 5
Company name in full	VENSON AUTOMOTIVE SOLUTIONS LIMITED

2 Date of creation of charge

Date of creation	d 0 d 7 m 0 m 9 y 2 y 0 y 1 y 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

Charge Over Sub-Hire Agreements

4 Amount secured

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

Amount secured

Means any and all of the monies, obligations and liabilities (whether or not for the payment of money and including any obligation to pay damages for breach of contract) whether actual or contingent which are now or may at any time hereafter be or become due together with all interest accruing on such monies and liabilities, owing or incurred by the Chargor to the Mortgagee on any current or other account or otherwise in any manner whatsoever including pursuant to or in connection with any Finance Document and/or all other obligations hereby secured in all cases whether alone or jointly with any other person, and in whatever style, name or form, and whether as principal or surety and/or in any capacity whatsoever (together the "Secured Obligations"

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

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

Name	Lombard North Central PLC
Address	3 Princess Way, Redhill
	Surrey
Postcode	R H 1 1 N P
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

See continuation sheet

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page
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

1 Grant of Security

The Chargor as security for the due and punctual, payment, repayment, satisfaction, performance and discharge of the Secured Obligations, charges by way of first fixed charge and assigns and agrees to assign absolutely to the Mortgagee the Secured Property

2 Notes

A The Deed also contains the following provisions.

No security interest

The Chargor shall not create or attempt to or agree to create or permit or suffer to exist any Security Interest over any part of the Secured Property

No disposal

The Chargor shall not sell or agree to sell, transfer or assign, any part of the Secured Property or deal with or otherwise dispose of the Secured Property (except as expressly provided for under the Deed)

B Definitions

All defined terms used in this Form MG01 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Deed

"Finance Documents" means each Hire Agreement, the Deed and any other document designated as such by the Mortgagee
"Hire Agreements" means each and every agreement entered into by the Mortgagee and the Chargor for the hire to the Chargor of motor vehicles (whether or not incorporating an option for the Chargor to purchase such vehicles)
"Secured Property" means all the right, title, interest and benefit of the Chargor (present and future, actual and contingent) in and to the Sub-Hire Agreements including (a) the right to receive all and any monies due or to become due to the Chargor under or pursuant to the Sub-Hire Agreements, (b) all claims in respect of any breach of or default under the Sub-Hire Agreements (including any claim for damages other than claims of the Chargor for damages which the Chargor has suffered personally), (c) any right of the Chargor to rescind or terminate the Sub-Hire Agreements, (d) any right of the Chargor to compel performance and otherwise exercise all rights and remedies under the Sub-Hire Agreements, and (e) any right of the Chargor to give and receive notices, reports, requests and consents, to make demands, to exercise discretions and to exercise all options and elections, pursuant thereto or in connection therewith
"Security Interest" means any mortgage, charge, pledge lien or other security interest securing any obligation of any person or any other agreement having similar effect
"Sub-Hire Agreements" means any agreement entered into by the Chargor with another person for the sub-hire of any Vehicle to such other person
"Vehicles" means any motor vehicle the subject of a Hire Agreement

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 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 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

Company name Lombard North Central PLC

Address PO BOX 520

Post town Rotherham

County/Region South Yorkshire

Postcode S 6 3 3 B R

Country

DX

Telephone

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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. 2714185
CHARGE NO. 44

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SUB-HIRE AGREEMENTS DATED 7 SEPTEMBER 2011 AND CREATED BY VENSON AUTOMOTIVE SOLUTIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE CHARGOR TO LOMBARD NORTH CENTRAL PLC ON ANY ACCOUNT WHATSOEVER 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 15 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER 2011

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES