

MG01

Particulars of a mortgage or charge

058168/221



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 register particulars of a charge for company. To do this, please use form MG01s.

THURSDAY



LD4 *LVTM6FVB* 17/12/2009 220
COMPANIES HOUSE

1 Company details

Company number 0 6 2 4 1 7 0 9

Company name in full TI Automotive Czech Holdings 1 (UK) Limited (the "Company")

For official use
2
→ **Filling 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 d 0 7 m 1 2 y 2 0 y 0 9

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 English law security agreement (the "Deed") dated 7 December 2009 between, among others, the Company and the Security Agent (as defined below)

4 Amount secured

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

Amount secured 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 any Finance Party under any Finance Document, except for any obligation or liability which, if it were so included, would result in the Deed contravening any law (including section 151 of the Companies Act 1985) (each capitalised term as defined below) (the "Secured Liabilities")

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

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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	Wilmington Trust (London) Limited (the "Security Agent")
Address	Fifth Floor, 6 Broad Street Place London
	United Kingdom
Postcode	E C 2 M 7 J H
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

Please see continuation sheets.

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	<p>1. Pursuant to the terms of the Deed and as security for the payment, discharge and performance of all the Secured Liabilities the Company</p> <p>(i) charged by way of first legal mortgage all estates or interests in any freehold or leasehold property with a book or market value of £1,000,000 or greater from time to time owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property,</p> <p>(ii) (to the extent that they are not the subject of the mortgage described in subparagraph (i) above) charged by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Company a right to occupy or use property,</p> <p>(iii) charged by way of a first legal mortgage all shares in any member of the group owned by it or held by any nominee on its behalf, this included any specified in Part 2 of Schedule 2 (Security Assets) of the Deed opposite its name (as set out in appendix 1 of this MG01 continuation sheet),</p> <p>(iv) charged by way of a first legal mortgage all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalent Investments) owned by it or held by any nominee on its behalf other than time deposits, investments or Cash Equivalent Investments which are specifically charged to a third party provided that the Company is permitted to grant such a charge pursuant to the Senior Facility Agreement,</p> <p>(v) charged by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,</p> <p>(vi) charged by way of a first fixed, charge all of its rights in respect of any amount standing to the credit of any Cash Collateral Account referred to in Clause 9.8 (Cash Collateral Accounts) of the Facility Agreements and any other bank account (including current accounts) from time to time that it has with any person and the debt represented by each such account save that the Deed shall not charge any Permitted Blocked Account,</p> <p>(vii) assigned absolutely, subject to a provision for reassignment on redemption, all amounts payable to it under or in connection with (i) the Group Insurance Policy and (ii) from the date of the Deed, each of its other Insurances and all of its rights in connection with those amounts,</p> <p>(viii) to the extent that they are not effectively assigned pursuant to the assignment described in paragraph (vii) above, charged by way of first fixed charge all amounts and rights described in paragraph (vii) above,</p> <p>(ix) charged by way of first fixed charge all amounts payable to it under or in connection with each of its other Insurances and all of its rights in connection with those amounts,</p> <p>(x) assigned absolutely, subject to a proviso for re-assignment-on redemption, all of its rights in respect of</p> <p>(a) its Relevant Contracts,</p> <p>(b) any letter of credit issued in its favour, and</p> <p>(c) any bill of exchange or other negotiable instrument held by it</p>	

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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	<p>(xi) agreed that, to the extent that any right described in paragraph (x) above is not assignable or capable of assignment, the Deed provides that the assignment of that right purported to be effected by the assignment described in paragraph (x) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Company may derive from that right or be awarded or entitled to in respect of that right,</p> <p>(xii) to the extent that they do not fall within the descriptions in paragraphs (x) or (xi) above and are not effectively assigned under the assignments described in paragraph (x) or (xi) above, charged by way of first fixed charge all of its rights under each agreement and document to which it is a party,</p> <p>(xiii) charged by way of a first fixed charge all of its rights in respect of any Intellectual Property,</p> <p>(xiv) charged by way of a first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement it has to any assets of any pension fund, (b) its goodwill, (c) the benefit of any authorization (statutory or otherwise) held in connection with its business or the use of any Security Asset, (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in subparagraph (c) above, and (e) its uncalled capital, and</p> <p>(xv) charged by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed</p> <p>2. (a) The Deed also provides that, subject to certain exceptions, the Security Agent may by notice to the Company convert the floating charge created by the Company under the Deed into a fixed charge as regards any of the Company's assets specified in that notice, if</p> <p>(i) an Event of Default is continuing, (ii) the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or (iii) the Company fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under Clause 4 (Restrictions on Dealings) of the Deed which are described in paragraph 3 below</p> <p>(b) The floating charge created under the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>3. The Deed contains a term which provides that the Company may not</p> <p>(a) create or allow to exist any Security on any of its assets, or (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or part of its assets,</p> <p>unless permitted under the Senior Facility Agreement.</p>	

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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	<p>4. To the extent that the assets mortgaged or charged under the Deed constitute "financial collateral" and the Deed and the obligations of the Company under the Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Agent shall have the right after the Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.</p> <p>5. DEFINITIONS AND CONSTRUCTION</p> <p>In this MG01 Form:</p> <p>Acceptable Bank means</p> <p>(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of AA- or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or Aa3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or</p> <p>(b) any other bank or financial institution approved by the Facility Agent.</p> <p>Accession Letter means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Facility Agreements or any other form agreed between the Facility Agent and the Parent.</p> <p>Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.</p> <p>Approved Bank means each Finance Party or any entity which is an authorised banking institution under applicable local law and which has (in writing) in a form satisfactory to the Facility Agent (acting reasonably and without undue delay) (a) acknowledged any applicable Security or Quasi-Security which the Finance Parties may have, and (b) waived any rights of set-off which it may have in a manner acceptable to the Facility Agent (in each case) (acting reasonably and without undue delay) in respect of the account(s) of any member of the Group held with it.</p> <p>Borrower means the Senior Borrower or the Convertible Borrower.</p> <p>Cash Collateral Account means an interest bearing blocked deposit account in the name of the Borrower or the Parent opened, or to be opened, with the Cash Collateral Account Bank, pursuant to or otherwise in connection with the Facility Agreements or any other Finance Document on terms that it (and any amount credited to it) is subject to a first ranking fixed charge (or equivalent Security) granted in favour of the Finance Parties under the Finance Documents.</p> <p>Cash Collateral Account Bank means any Approved Bank.</p>

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>Cash Equivalent Investments means at any time</p> <p>(a) certificates of deposit or time deposits maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,</p> <p>(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom or the following member states of the European Union: Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain and Sweden or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,</p> <p>(c) commercial paper not convertible or exchangeable to any other security</p> <p>(i) for which a recognised trading market exists,</p> <p>(ii) issued by an issuer incorporated in the United States of America, the United Kingdom or the following member states of the European Union: Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, The Netherlands, Portugal, Spain and Sweden,</p> <p>(iii) which matures within one year after the relevant date of calculation, and</p> <p>(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,</p> <p>(d) Sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),</p> <p>(e) any investment in money market funds which (i) have a credit rating of either AAA or higher by Standard & Poor's Rating Services or Fitch Rating Ltd or Aaa or higher by Moody's Investor Services Limited, (ii) invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above, and (in) can be turned into cash on not more than 60 days' notice, or</p> <p>(f) any other debt security or investment approved by the Facility Agent (acting on the instructions of the Majority Lenders),</p> <p>in each case denominated in Sterling, Dollars or euro to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security or Quasi-Security (other than Security arising under the Transaction Security Documents).</p> <p>Compliance Certificate means a certificate substantially in the form provided by the Parent to the Facility Agent in compliance with the Original Facilities Agreement amended so as to make only such amendments as are necessary to comply with the Facility Agreements or such other form satisfactory to the Facility Agent (acting reasonably).</p>	

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6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="354 378 1042 405">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="346 443 1436 506">Convertible Borrower means TI Fluid Systems Limited as borrower under the Convertible Facility Agreement.</p> <p data-bbox="346 546 1445 741">Convertible Facility Agreement means that part of the Original Facilities Agreement that was amended and restated in the form of the convertible term loan agreement on the Effective Date. Convertible Finance Documents means the Convertible Facility Agreement, any Accession Letter, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Convertible Transaction Security Document and any other document designated as a "Finance Document" by the Facility Agent and the Parent, in connection with the Convertible Facility Agreement.</p> <p data-bbox="346 781 1474 844">Convertible Finance Party means the Facility Agent, the Security Agent and the Convertible Lenders and "Convertible Finance Party" means any one of them.</p> <p data-bbox="346 884 1461 1010">Convertible Lenders means (a) an Effective Date Lender under the Convertible Facility Agreement; and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the provisions of Clause 25 (Changes to the Lenders) of the Convertible Facility Agreement.</p> <p data-bbox="346 1050 1474 1211">Convertible Transaction Security Documents means (i) each of the documents listed as being a Transaction Security Document in Part 4 of Schedule 2 (Transaction Security Documents) of the Convertible Facility Agreement and (ii) each document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Convertible Finance Documents.</p> <p data-bbox="346 1252 1091 1279">Dollars or \$ mean the lawful currency for the time being of the US.</p> <p data-bbox="346 1319 866 1346">Effective Date means the 7th December 2009.</p> <p data-bbox="346 1386 1474 1449">Effective Date Lender means the financial institutions each listed in Schedule 1 Part 2 of each of the Facility Agreements.</p> <p data-bbox="346 1489 1155 1516">euro or € means the single currency of the Participating Member States.</p> <p data-bbox="346 1556 1390 1619">Event of Default means any event or circumstance specified as such in Clause 24 (Events of Default) of each of the Facility Agreements.</p> <p data-bbox="346 1659 986 1686">Facility Agent means Wilmington Trust (London) Limited.</p> <p data-bbox="346 1727 1445 1753">Facility Agreements means the Senior Facility Agreement and the Convertible Facility Agreement.</p> <p data-bbox="346 1794 1465 1919">Fee Letter means any letter or letters between the Parent and the Facility Agent and/or the Security Agent and/or any Senior Lender and/or Convertible Lender (if any) setting out any of the fees referred to in Clause 13 (Fees) of each of the Facility Agreements or under any other Finance Documents.</p> <p data-bbox="346 1960 1474 1986">Finance Documents means the Senior Finance Documents and the Convertible Finance Documents and "Finance Document" means any one of them.</p>	

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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	<p>Finance Documents means the Senior Finance Documents and the Convertible Finance Documents and "Finance Document" means any one of them.</p> <p>Finance Parties means the Senior Finance Party and/or the Convertible Finance Party (as the context so requires) and Finance Party means any one of them.</p> <p>Group means the Company and each of its Subsidiaries for the time being.</p> <p>Group Insurance Policy means the Global Property Insurance, Property Damage/Business Interruption policy provided by XL Insurance (policy number GB00007677PR0A) for the period 1 July 2009 to 31 June 2010 (both inclusive) as amended, extended or replaced from time to time. Guarantor has the meaning given to that term in each of the Facility Agreements.</p> <p>Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.</p> <p>Insurances means any insurance policy taken out by or on behalf of the Company from time to time.</p> <p>Intellectual Property means</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and</p> <p>(b) the benefit of all applications and rights to use such assets of the Company.</p> <p>Intercompany Loan Agreement means any agreement from time to time evidencing or governing a loan under, or a credit extended by the Company to any member of the Group.</p> <p>Intercreditor Agreement means the intercreditor agreement dated 7 December 2009 and made between the Parent, the other Obligors, Wilmington Trust (London) Limited as security agent and facility agent, the Lenders, and certain others.</p> <p>Lenders means together, the Senior Lenders and the Convertible Lenders.</p> <p>Majority Lenders has the meaning given to that term in each of the Facility Agreements.</p> <p>Obligor means any Borrower, the Parent or a Guarantor.</p> <p>Original Facilities Agreement means the facilities agreement dated 21 May 2007 and entered into between, amongst others, the Parent, J.P. Morgan PLC, J.P. Morgan Europe Limited and Dresdner Bank AG, Niederlassung Luxemburg.</p> <p>Parent means TI Automotive Limited.</p> <p>Participating Member State means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Party means a party to the Facility Agreements.

Permitted Blocked Account means any bank account which is and or whose credit balance is specifically charged to a third party provided the Company is permitted to grant such a charge pursuant to the Senior Facility Agreement.

Plant and Machinery means in relation to the Company any plant, machinery, computers, office equipment or vehicles.

Quasi-Security has the meaning given to that term in Clause 23.15 (Negative Pledge) of the Senior Facility Agreement.

Relevant Contract means in relation to the Company each hedging agreement to which the Company is a party and each Intercompany Loan Agreement and other agreement and document supplementing or amending any of them.

Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of each of the Facility Agreements or any other form agreed between the Facility Agent and the Parent.

Security means a mortgage, charge (whether fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Assets means all assets of the Company the subject of the Security created by the Deed Unless the context otherwise requires, a reference to a Security Asset includes

- (i) any part of that Security Asset,
- (ii) any proceeds of that Security Asset, and

any present and future assets of that type.

Selection Notice means a notice substantially in the form set out in Part 3 of Schedule 3 (Requests) of the Senior Facility Agreement or any other form agreed between the Facility Agent and the Parent.

Senior Borrower means TI Automotive Luxembourg S.a.r.l as borrower under the Senior Facility Agreement (as defined below).

Senior Facility Agreement means that part of the Original Facilities Agreement that was amended and restated in the form of the senior term loan facility agreement on the Effective Date.

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Senior Finance Documents means the Senior Facility Agreement, the Convertible Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Senior Transaction Security Document and any other document designated as a "Finance Document" by the Facility Agent and the Parent, in connection with the Senior Facility Agreement.</p> <p>Senior Finance Party means the Facility Agent, the Security Agent and the Senior Lenders and "Senior Finance Party" means any one of them.</p> <p>Senior Lenders means (a) an Effective Date Lender under the Senior Facility Agreement; and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the provisions of Clause 25 (Changes to the Lenders) of the Senior Facility Agreement.</p> <p>Senior Transaction Security Documents means (i) each of the documents listed as being a Transaction Security Document in Part 4 of Schedule 2 (Transaction Security Documents) of the Senior Facility Agreement and (ii) each document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Senior Finance Documents.</p> <p>Sterling or £ means the lawful currency from the time being of the United Kingdom.</p> <p>Subsidiary means in relation to any company, corporation or other legal entity (a holding company), a company, corporation or other legal entity.</p> <p>(a) which is controlled, directly or indirectly, by the holding company, (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or (c) which is a Subsidiary of another Subsidiary of the holding company and, for this purpose, a company, corporation or other legal entity shall be treated as being controlled by another if that other company, corporation or other legal entity is able to determine the composition of a majority of its board of directors or equivalent body.</p> <p>Transaction Security Documents means together, the Senior Transaction Security Documents and the Convertible Transaction Security Documents.</p> <p>In the Deed, a reference to</p> <p>(a) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended,</p> <p>(b) an amendment includes an amendment, supplement, novation, extension, re-enactment, replacement, restatement or variation and includes any increase in, extension of or change to any facility or any additional facility made available under any Finance Document or other agreement or instrument and amend will be construed accordingly,</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>(c) the Facility Agent, any Finance Party, any Lender, any Obligor, any Party, the Security Agent or an other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents,</p> <p>(d) any freehold or leasehold property includes</p> <p>(i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the Company, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any moneys paid or payable in respect of those covenants,</p> <p>(e) any share, stock, debenture, bond, warrant, coupon or other security or investment includes</p> <p>(i) any dividend, interest or other distribution paid or payable,</p> <p>(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>(iii) any right against any clearance system, and</p> <p>(iv) any right under custodian or other agreement in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment, and</p> <p>(f) references in paragraphs 1(vii) to 1(ix) above to any amount exclude all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party.</p> <p>APPENDIX 1</p> <p>CHARGOR</p> <p>TI Automotive Czech Holdings 1 (UK) Limited</p> <p>NAME OF COMPANY IN WHICH SHARES ARE HELD AND DETAILS OF SHARES HELD</p> <p>TI Automotive Czech Holdings 2 (UK) Limited, 7,651,233 ordinary shares of £1 nominal share value</p>

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<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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:</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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).</p> <p>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).</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here.</p> <p>Signature</p> <p>X</p> <p><i>Clary Gohab Beem + Hamith LLP</i></p> <p>X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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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 **Roya Motaleb-Zadeh**

Company name **Cleary Gottlieb Steen & Hamilton LLP**

Address **City Place House**

55 Basinghall Street

Post town **London**

County/Region **UK**

Postcode **E C 2 V 5 E H**

Country **United Kingdom**

DX

Telephone **+44 20 7614 2367**



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6241709
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 7
DECEMBER 2009 AND CREATED BY TI AUTOMOTIVE CZECH
HOLDINGS 1 (UK) LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE
PARTY 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 17
DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 DECEMBER
2009

(Handwritten signature/initials)

