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\* insert full name  
of Company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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

4
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00135767

Name of company

\* VAUXHALL MOTORS LIMITED (THE "COMPANY")

Date of creation of the charge

16 AUGUST 2006

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

FIXED CHARGE ON VEHICLES AND INSURANCE IN RELATION TO THE INITIAL ARRANGEMENT AND LOAN AGREEMENT (THE "DEED")

Amount secured by the mortgage or charge

(1) ALL AMOUNTS THAT THE COMPANY HAS AGREED TO PAY TO GMAC PURSUANT TO THE INITIAL ARRANGEMENT IN RESPECT OF A VEHICLE;

(2) ALL MONIES AND DISCHARGE OF ALL OBLIGATIONS AND LIABILITIES WHETHER ACTUAL OR CONTINGENT NOW OR AT ANY TIME DUE, OWING OR INCURRED TO GMAC AND/OR ANY RECEIVER APPOINTED BY THE COMPANY (WHETHER ALONE OR JOINTLY AND IN WHATEVER STYLE, NAME OR FORM AND WHETHER INCURRED AS PRINCIPAL OR SURETY) IN RESPECT OF EACH LOAN WHEN THE SAME ARE DUE UNDER THE LOAN AGREEMENT;

(3) ALL EXPENSES ARISING IN RESPECT OF THE SECURITY CREATED PURSUANT TO THIS DEED IN RESPECT OF EACH VEHICLE SUPPLIED UNDER THE INITIAL ARRANGEMENT AND EACH LOAN ON A FULL INDEMNITY BASIS.

FOR THE DEFINITIONS USED IN THIS FORM 395 PLEASE SEE ATTACHED SCHEDULE 1

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

GENERAL MOTORS ACCEPTANCE CORPORATION (U.K.) PLC ("GMAC")

WESLEY HOUSE, 19 CHAPEL STREET, LUTON, BEDFORDSHIRE,

Postcode LU1 2SY

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

NITIN PALEKAR, GMAC HOUSE,  
33-35 CASTLE STREET, HIGH  
WYCOMBE, BUCKS HP13 6RN

For official Use (02/06)  
Mortgage Section



A13  
COMPANIES HOUSE

278  
23/08/2006

Time critical reference

Short particulars of all the property mortgaged or charged

THE COMPANY CHARGES AS SECURITY FOR THE SECURED OBLIGATIONS ARISING IN RESPECT OF EACH VEHICLE SUPPLIED UNDER THE INITIAL ARRANGEMENT AND EACH LOAN AND WITH FULL TITLE GUARANTEE:

(1) BY WAY OF FIRST FIXED CHARGE, WHATEVER RIGHT, TITLE AND INTEREST THE COMPANY HAS IN THE VEHICLE SUPPLIED UNDER THE INITIAL ARRANGEMENT OR THE VEHICLE FINANCED BY THAT LOAN; AND

(2) BY WAY OF FIRST FIXED CHARGE, ALL PRESENT AND FUTURE INSURANCE CLAIMS ARISING IN RESPECT OF THE VEHICLE SUPPLIED UNDER THE INITIAL ARRANGEMENT OR THE VEHICLE FINANCED BY THAT LOAN.

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legibly, preferably  
in black type, or  
bold block lettering*

Particulars as to commission allowance or discount (note 3)

Signed

*Vitin Palekar*

Date 21 AUGUST 2006

On behalf of ~~company/mortgagee/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 situated 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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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**DEED OF FIXED CHARGE ON VEHICLES AND INSURANCE IN RELATION TO THE INITIAL ARRANGEMENT AND LOAN AGREEMENT (THE "DEED")**

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**SCHEDULE 1**

**SCHEDULE OF DEFINITIONS**

**Expenses** means all expenses (including legal fees) from time to time paid or incurred by GMAC, any Receiver or their respective agents and employees at any time in connection with the Charged Property, the recovery of amounts owing to GMAC or in taking, perfecting, defending, preserving or enforcing the Deed and all security and rights created by the Deed and in obtaining advice on any matter relating to the Deed or the Charged Property (including all costs and expenses payable to GMAC or any Receiver under any other Clause of the Deed) or in exercising any right or power arising under or because of the Deed or otherwise, in each case on a full indemnity basis together with interest on all amounts demanded to the date of payment at such rates as may from time to time be agreed or, in the absence of agreement, at the rate of 1 per cent per annum above the published Base Rate of Lloyds TSB Bank plc from time to time.

**Insurance Claims** means the benefit of all claims arising and insurance proceeds under all insurance policies maintained in respect of the Vehicles.

**Initial Arrangement** means the funding arrangement between the parties prior to the date of the Loan Agreement whereby GMAC paid a security deposit to the Company for the supply of Vehicles on a sale or return basis to be later allocated to a dealer or otherwise sold to a third party.

**Loan** means, in relation to each Vehicle, a loan made or to be made under the Loan Agreement in an amount representing 100% of the price of that Vehicle or the principal amount outstanding for the time being of that Loan.

**Loan Agreement** means the revolving credit facility agreement dated 27 February 2006 made between GMAC and the Company (as amended).

**receiver** includes a manager, a receiver and manager and/or an administrative receiver.

**Receiver** means a receiver appointed under the Deed pursuant to statutory powers or otherwise and includes joint receivers and any substituted receiver.

**Secured Obligations** means in respect of each Vehicle all of the monies, obligations and liabilities referred to in Clause 2.1 of the Deed.

**Security** means any mortgage, assignment, lien, charge, hypothecation, pledge, conditional sale, or other title retention agreement, trust arrangement or any other agreement or arrangement the economic or commercial effect of which is similar to the creation of security or any other security interest whatsoever (but shall not include any of the same arising solely by operation of law).

**Vehicle** means all of the right, title and interest of the Company in or to any motor vehicle supplied by the Company pursuant to the Initial Arrangement or financed by GMAC pursuant to the terms of the Loan Agreement and/or the proceeds of sale of any such motor vehicle.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00135767

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED CHARGE ON VEHICLES AND INSURANCE DATED THE 16th AUGUST 2006 AND CREATED BY VAUXHALL MOTORS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GENERAL MOTORS ACCEPTANCE CORPORATION (U.K.) 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 23rd AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th AUGUST 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —