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COMPANIES FORM No. 395

395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

To the Registrar of Companies

For official use Company number

27

860646

Name of company

\*  
452 Motor Company Limited

Date of creation of the charge

1 August 1997

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

Legal Charge ("the Charge")

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principle interest or otherwise which may now or at any time in the future be due, owing or incurred by the Company to General Motors Acceptance Company (UK) plc of PO Box 11, Wesley House, 19 Chapel Street, Luton LU1 2SE ("GMAC") whether present or future, actual or contingent or whether alone, severally or jointly, as principal guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all interest, commission fees and legal or other costs, charges and expenses which GMAC or any receiver may charge or incur in relation to the Company or the Charge and the preparation, negotiation and creation of the Charge and/or in relation to the Property and/or breach of any provision of, and the protection, realisation or enforcement of, the charge in each case on a full indemnity basis and so that interest shall be computed and compounded according to the usual practice of GMAC as well after as before any demand or judgment.

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

General Motors Acceptance Corporation (UK) Plc of PO Box 11, Wesley  
House, 19 Chapel Street, Luton, Bedfordshire

Postcode LU1 2SE

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

Geisler Laws Manning  
6<sup>th</sup> Floor, Thavies Inn House  
3-4 Holborn Circus  
London EC1N 2HL  
Ref : MP//KLB/3078

Time critical reference

For official use  
Mortgage section

Post room



A24 \*ANUAHY1H\* 414  
COMPANIES HOUSE 07/08/97

Short particulars of all the property mortgaged or charged

(A) By way of legal mortgage and with full title guarantee the property of the Company specified in the Schedule below and any part or parts of it and including all rights attached or appurtenant and all buildings, fixtures, fittings, plant and machinery from time to time situate on it and belonging to the Company.

(B) By way of fixed charge and with full title guarantee all gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Property described in the Schedule below or any agreement for Lease or otherwise without limitation derived by the Company from the property or otherwise paid to or received by the Company in respect of the property (including without limitation all mesne profits) but save for insurance rents or service charges or the like.

(C) By way of floating charge and with full title guarantee:

i All moveable plant machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the property and belonging to the Company;

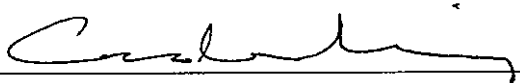
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Please complete legibly, preferably in black type or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

6-8-97.

On behalf of [company] [mortgagee/chargee]\*

\* 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.

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

860646

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

~~452 Motor Company Limited~~

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

The undertaking and all other property assets and rights of the Company both present and the future.

The Company may not, without the prior consent in writing of GMAC:

- (a) Create or permit to subsist or arise any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right confirming a priority of payment or any right or option on the property or any part thereof. Subject as aforesaid, any mortgage of or charge on the property created by the Company (otherwise than in favour of GMAC) shall be expressed to be subject to the Charge.
- (b) Sell, convey, assign or transfer the property or any interest therein or otherwise part with or dispose of any property or assign or otherwise dispose of any monies payable to the Company in relation to the property or agree to do any of the foregoing.
- (c) Exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing.
- (d) Part with or share possession or occupation of the property or any part of it or grant any tenancy or licence to occupy the property or agree to do any of the foregoing.
- (e) Compound, release, exchange, set off, grant time or indulgence in respect of or otherwise deal with any of the rental income or the debts or policies charged to GMAC under the Charge or do anything whereby the recovery of the same may be impeded, delayed or prevented and the Company shall enforce its rights in respect of the same.
- (f) Do or permit anything in contravention of the provisions of the loan agreement dated the date of creation of the Charge and made between the Company and GMAC.

## Schedule ("the Property")

~~Firstly~~ all that the freehold property situate at and known as land lying to the west of Kenilworth Road, Solihull, West Midlands as the same is registered at HM Land Registry with title absolute under title number WM 460376 (the "Property")

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00860646

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 1st AUGUST 1997 AND CREATED BY 452 MOTOR CO. LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GENERAL MOTORS ACCEPTANCE CORPORATION (UK) PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th AUGUST 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th AUGUST 1997.

A handwritten signature in cursive script, reading "R. N. Owens".

RICHARD NEIL OWENS

for the Registrar of Companies



C O M P A N I E S H O U S E

Post  
W42  
41-08-97

HC026B