

COMPANIES FORM No. 395**Particulars of a mortgage or charge****395**

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



2647080

Name of company

* LANGE (WEST END) LIMITED (the "Company")

Date of creation of the charge

22nd September, 1992

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

Debenture made between the Company and General Motors Acceptance Corporation (UK) PLC dated 22nd September, 1992 (the "Debenture").

Amount secured by the mortgage or charge

All liabilities of any nature of the Company to General Motors Acceptance Corporation (UK) PLC (the "Chargee") and/or any Receiver howsoever arising whether now existing or arising hereafter including, without limitation, joint and joint and several liabilities of the Company and any other person, liabilities as guarantor or surety (whether before or after any default by the primary obligor), contingent liabilities and any interest or other costs and charges accruing in respect thereof (the "Liabilities").

"Receiver" means administrative receiver, receiver and manager or other receiver appointed in respect of the Charged Assets (as defined on the Continuation Sheet to this Form 395) or any of them by the Chargee (whether appointed pursuant to the Debenture, pursuant to any statute, by a court or otherwise).

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

GENERAL MOTORS ACCEPTANCE CORPORATION (UK) PLC

P.O. BOX 11, WESLEY HOUSE, 19 CHAPEL STREET, LUTON,

BEDFORDSHIRE

Postcode

LU1 2SE

Presentor's name address and reference (if any);

SLAUGHTER AND MAY
35 BASINGHALL STREET
LONDON EC2V 5DB

REF: RAMW/JYA

Time critical reference

For official use
Mortgage Section**REGISTERED****50 OCT 1992**

Post room



PLEASE SEE CONTINUATION SHEET TO THIS FORM 395

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed Sloughden and May Date 5/10/92

On behalf of ~~[company/mortgagee/chargee]~~† Solicitors on behalf of the Chargee

† delete as appropriate

- 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.

Please do not
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binding margin

Particulars of a charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

2647080

Name of Company

LANGE (WEST END)

Limited*

* delete if
inappropriate

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

Amount due or owing on the charge (continued)

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in black type, or
bold block lettering

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Names and addresses of the persons entitled to the charge (continued)

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

The Company has as beneficial owner charged in favour of the Chargee:-

1. by way of first legal mortgage free from encumbrances all Property now belonging to it;
2. by way of first fixed equitable charge free from encumbrances, all Property acquired by it after the date of the Debenture;
3. by way of fixed charge free from encumbrances, all book and other debts and other money due, owing, payable or incurred to the Company now or at any time (including cash at bank) and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation thereto;
4. by way of first floating charge free from encumbrances, all its Assets both present and future not otherwise effectively mortgaged or charged by way of fixed mortgage or charge under the terms of the Debenture or required pursuant to paragraph 2 above to be mortgaged or charged.

NOTES

A. Restrictions on dealing

The Company has undertaken that it will not without the prior written consent of the Chargee:-

1. create, effect or permit to subsist any mortgage, charge, lien, pledge or other security interest on, over or with respect to any of its Assets except for:-

(a) the Charges; or

(b) liens (other than the liens of unpaid vendors) arising solely by operation of law in the ordinary course of the Company's business;

2. sell, transfer, assign, hire out, lend, part with its interest in or otherwise dispose or agree to dispose of the whole or any part of its Assets provided that, until the Charges become enforceable, the Company may hold, enjoy and deal in the ordinary course of its business with any of its Assets not subject to the Fixed Charges; or

3. exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of any Property belonging to it or confer or permit to be conferred upon any person any contractual licence, right or interest or occupy or use the whole or any part of any such Property and Section 99 and 100 of the LPA are excluded from the Debenture.

B. Certain Definitions

"Assets" means property, assets (including Vehicles), undertaking and Rights of any kind including uncalled capital.

"Charged Assets" means Assets from time to time subject to the Charges or which the Debentures from time to time purports to charge or any part of those Assets and all property and moneys representing the same or which at any time shall or ought pursuant to the Debenture to be charged in favour of or held by or on behalf of the Chargee by way of security for the Liabilities.

"Charges" means security created or which may at any time be created by or pursuant to the Debenture or any of the security and "Fixed Charges" means such Charges as are fixed.

(Please see continuation sheet 5)

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

"LPA" means the Law of Property Act 1925.

"Property" means freehold or leasehold property in England and Wales and any estates, interest, right or title therein and any reference to Property (whether general or specific) includes a reference to all rights, easements and privileges from time to time attached or appurtenant thereto and all buildings and fixtures from time to time therein or thereon.

"Rights" means rights, privileges, authorities, discretions, remedies, liberties and powers in each case of any nature whatsoever and "Right" shall be construed accordingly.

"Vehicles" means all the right, title and interest of the Company in or to any motor vehicle or the proceeds of sale of any such motor vehicle.

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



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 461(2) of the Companies Act 1985

I hereby certify that a mortgage or charge dated the 22nd SEPTEMBER 1992
and created by LANGE (WEST END) LIMITED

for securing all moneys now due, or hereafter to become due, or from time
to time accruing due from the company to GENERAL MOTORS ACCEPTANCE
CORPORATION (UK) PLC

on any account whatsoever

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 5th OCTOBER 1992

Given under my hand at the Companies Registration Office,
Cardiff the 12th OCTOBER 1992

No. 2647080

A handwritten signature in dark ink, appearing to read 'R. N. Owens'.

RICHARD NEIL OWENS
an authorised officer

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COMPANIES FORM No. 395

395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

48

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bold block
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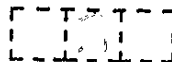
*Insert full name
of company

To the Registrar of Companies

For official use Company number

Name of company

M157e



2647080

*
LANGE (WEST END) LIMITED

Date of creation of the charge

8th November 1993

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

Legal Charge

Amount secured by the mortgage or charge

ONE MILLION FIVE HUNDRED THOUSAND POUNDS (£1,500,000) and
all present and future indebtedness of Mortgagor to
Mortgagee, all other liabilities of Mortgagor and
Mortgagee, all expenses incurred by Mortgagee in relation
to Mortgagor together with interest thereon

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

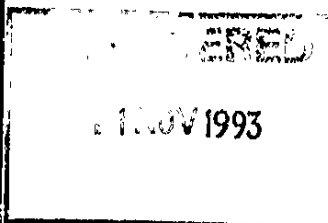
Vauxhall Motors Limited of Griffin House, Osborne Road,
Luton

Postcode LU1 3YT

12
14
Presentor's name, address and
reference (if any):

Messrs. Rakisons
27 Chancery Lane
London WC2A 1NF
Our Ref: HEN/8914

For official use
Mortgage section



Post room



Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

By way of first legal mortgage:-

ALL THAT FREEHOLD land and buildings on the north east side of Edgware Road and the north west side of North Circular Road Hendon as the same is registered at HM Land Registry under Title Number MX44642

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

By way of floating charge

(a) first all moveable plant, machinery, implements, building materials of all kinds utensils, furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property and belonging to the Mortgagor

Particulars as to commission allowance or discount (note 3)

Signed

Rakison

Date 10-11-93

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.

Page 2



The Solicitors' Law Stationery Society plc, Paulton House, 8 Shepherdess Walk, London N1 7LB

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**Particulars of a mortgage or charge
(continued)**

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

Company number

2647080

Please complete
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in black type, or
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Name of company

*Delete if
inappropriate

LANGE (WEST END) LIMITED

Limited*

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

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legibly, preferably
in black type, or
bold block lettering

(b) secondly all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Mortgagor but present and future in any company, firm, consortium or entity wheresoever situate including all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of the same whether by way of conversion, redemption, bonus preference, option dividend, interest or otherwise

(c) thirdly all book and other debts, revenues and claims both present and future (including bank deposits and credit balances) and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Mortgagor and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments or guarantees, indemnities, debentures, legal and equitable charges and other security reservation of proprietary rights, rights of tracing, liens and all other rights and remedies of whatsoever nature in respect of the same

(d) fourthly the uncalled capital, goodwill and all patents, patent applications, inventions, trade marks, trade names, registered designs, copyrights, knowhow and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from the same both present and future of the Mortgagor

(e) fifthly the undertaking and all other property assets and rights of the Mortgagor whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Mortgagor wheresoever and the heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Mortgagor and the premises firstly, secondly, thirdly and fourthly described (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges).

FILE COPY



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

I hereby certify that a mortgage or charge dated the 8th NOVEMBER 1993
and created by LANGE (WEST END) LIMITED

for securing £1,500,000.00 due from the Company to VAUXHALL MOTORS LIMITED
under the terms of THE CHARGE

was registered pursuant to Chapter I Part XII of the Companies Act
1985, on the 11th NOVEMBER 1993

Given under my hand at the Companies Registration Office,
Cardiff the 16th NOVEMBER 1993

No. 2647080

A handwritten signature in dark ink, appearing to read 'M. Saha'.

M. SAHA

an authorised officer

C.69

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395

M60

Company Number

For official use

Name of Company

* LANGE (WEST END) LIMITED

18 July 1994

Mortgage Debenture

All liabilities of the Company present and future actual and/or contingent to National Westminster Bank PLC

National Westminster Bank PLC

41 Lothbury

London

Postcode EC2P 2BP

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

National Westminster Bank PLC
UKBB, CREDIT
MANAGEMENT DEPARTMENT
Litigation, Technical & Securities
King's Cross House
200 Pentonville Road
London N1 9HL

Precentor's Reference
and/or telephone number
071-239 8205

For official use
Mortgage Section

1 Post room

KLQ *K41TW3IZ* 520
COMPANIES HOUSE 04/08/94

Time critical reference

Short particulars of all the property mortgaged or charged

- (a) A specific equitable charge over the company's estate or interest in all freehold or leasehold properties for the time being belonging to or charged to the Company other than the property hereinafter described and the proceeds of sale thereof.
- (b) A specific charge over all stocks shares or other securities in any subsidiary companies or any other company for the time being
- (c) A specific charge over all Book and other Debts for the time being but so that the Company shall pay into the Company's account with the Bank all moneys which it may receive in respect of such debts and shall not without the prior consent in writing of the Bank sell factor discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon so to do by the Bank from time to time execute legal assignments of such book debts and other debts to the Bank.
- (d) A specific charge over its goodwill and the benefit of any licences.
- (e) A floating charge over the undertaking and all other property and assets present and future but so that the Company shall not without the Bank's consent create any mortgage or charge ranking in priority to or part passu with this charge.
- (f) A charge by way of legal mortgage over the undermentioned property if any and the proceeds of the sale thereof:

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Please complete
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bold block lettering

All that freehold land and buildings on the North East side of Edgware Road and North West side of the North Circular Road Hendon, ^{London Borough of Barnet} registered at H M Land Registry under Title Number MX44642.

Particulars as to commission allowance or discount

Nil

Per pro
National Westminster Bank PLC
UKBB, CREDIT MANAGEMENT DEPARTMENT
Litigation, Technical & Securities
King's Cross House
200 Pentonville Road, London N1 9HL

Please see notes below.

Signed _____ Date _____

On behalf of mortgagee _____

Notes

- (a) A description of the instrument, eg 'Trust Deed', 'Mortgage', 'Debenture', etc. as the case may be, should be given.
- (b) The rate of interest payable under the terms of the Debentures should not be entered.

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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. 02647080

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 18th JULY 1994 AND CREATED BY LANGE (WEST END) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th AUGUST 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th AUGUST 1994.

M. SAHA

for the Registrar of Companies

