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bold block lettering

\* Insert full name  
of company

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

Pursuant to section 395 of the Companies Act 1985

①

6/10

**395**

To the Registrar of Companies

For official use

Company number

☒ 15

2647080

M14

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

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

SLAUGHTER AND MAY  
35 BASINGHALL STREET  
LONDON EC2V 5DB

REF: RAMW/JYA

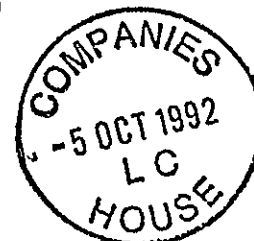
Time critical reference

For official use  
Mortgage Section

**REGISTERED**

5 OCT 1992

Post room



Short particulars of all the property mortgaged or charged

PLEASE SEE CONTINUATION SHEET TO THIS FORM 395

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Particulars as to commission allowance or discount (note 3)

Signed Slaughter and May Date 5/10/92

On behalf of ~~(company)~~ mortgaged/charged <sup>†</sup> 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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a charge  
(continued)**

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

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

Please complete  
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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  
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"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.

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**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 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

C.69a

10/10  
12/10