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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

210057/20

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.



395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



02981649

Name of company

* Jeffery (Wandsworth) Limited (the "Company")

Date of creation of the charge

21 June 2007

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

Legal Charge (the "Charge")

Amount secured by the mortgage or charge

Under the terms of the Charge the Company covenanted that it will on demand
pay to GMAC without deduction, set off or counterclaim:

- 1 all monies and discharge all obligations and liabilities whether
actual or contingent now or at any time due, owing or incurred to GMAC
by the Company in whatever currency denominated, whether on any
current or other account or otherwise arising in any manner whatsoever
(whether alone or jointly and in whatever style, name or form and
whether as principal or surety) when the same are due for payment,

See Addendum page 2

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

General Motors Acceptance Corporation (UK) PLC (registered with Company
Number 275607) whose registered office is at PO Box 11, Wesley House, 19
Chapel Street, Luton, Bedfordshire ("GMAC")

Postcode LU1 2SY

Presenter's name address and
reference (if any)

Bond Pearce LLP
Oceana House
39-49 Commercial Road
Southampton
SO15 1GA

Ref SAE1/KKD1/257156 261

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



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AEQPWQSH

28/06/2007

COMPANIES HOUSE

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Short particulars of all the property mortgaged or charged

- 1 The Company granted the mortgages and charges set out in this paragraph 1, with full title guarantee and to the intent that the securities created by the Charge shall rank as continuing securities for all the obligations and liabilities of the Company of the Secured obligations or otherwise arising under the Charge
- 1 1 The Company charges to GMAC by way of legal mortgage the Property .
- 1 2 The Company assigns to GMAC absolutely (but subject to the provision for reassignment in Clause 1 7) all of the rights and interest of the Company in the Business

See Addendum page 4

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Bond Pearce LLP

Date 22 June 2007

On behalf of ~~XXXXXX~~ [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 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
- 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 must 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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**Particulars of a mortgage or charge
(continued)**

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

*Please complete
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Company Number

02981649

Name of Company

Jeffery (Wandsworth) Limited

Limited*

* delete if
inappropriate

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

- 2 all costs and expenses (including legal) together with VAT as incurred by GMAC or any Receiver in relation to the Company, the Charge or the Charged Property including all expenses incurred in preparing, registering, perfecting, defending or enforcing the Charge or the security created by the Charge, in defending their actions in enforcing it, in recovering amounts secured by the Charge and in obtaining advice on any matter relating to the Charge or the Charged Property (including all costs and expenses payable to GMAC or any Receiver under any other Clause of the Charge) in all cases on a full indemnity basis, and
- 3 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 or stipulation, at the rate of 4 per cent per annum above the published Base Rate of The Royal Bank of Scotland Plc from time to time

together, the "Secured Obligations"

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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- 1.3 The Company charges to GMAC by way of fixed charge all of its present and future right, title and interest in the Insurances and all claims and rights to returns of premium in respect thereof
- 1.4 The Company charges by way of fixed charge, all rights and claims of the Company against all lessees, licensees, occupiers of the Property and all guarantees and sureties for the obligations of such persons and under all building contracts or all professional appointments entered into from time to time in relation to the Property or its development
- 1.5 The Company charges to GMAC by way of floating charge all vehicles and moveable plant, machinery, utensils, furniture, goods, equipment and other assets now or from time to time placed on or used in or about the Property
- 1.6 On the repayment and discharge of all monies and liabilities (including any contingent liabilities) secured by this Deed and after the expiry of the period referred to in Clause 16 of the Charge GMAC will at the request and expense of the Company, release its mortgage and charge over the Property and all assets charged by fixed or floating charge under Clauses 1.3, 1.4 and 1.5 and it will reassign to the Company all of the rights and interest in the Business which may at that time be vested in GMAC
- 1.7 All the mortgages and charges created or agreed to be created by the Charge are, or in the case of future property shall be, first ranking mortgages and charges subject only to the Prior Security (if any)
- 1.8 Each of the mortgages or fixed charges created by Clauses 1.1 - 1.4 above are to be construed as separate and individual charges as if each right and asset referred to were separately mortgaged or charged by fixed charge in its own independent clause such that if any individual right or asset is, as a matter of law, charged by only a floating charge this will not prejudice the mortgage or fixed charge security over any other rights or assets mentioned in the same clause sub-clause or paragraph
- 2 The Company is not to create or permit to arise or subsist any Security Interest in favour of anyone other than GMAC on the whole or any part of the Charged Property.

Definitions

In this form the following words have the following meanings

"Business" - the goodwill and connection of, and rights that the Company has in, the business of a car dealership and/or any other business from time to time carried on by or for the account of the Company upon all or some part of the Property and the benefit of all licences (if any) held from time to time and all contracts, agreements or commitments of whatsoever kind entered into by or in favour of the Company in connection therewith and all ancillary or connected rights required or used by the Company in the operation of such business(es)

"Charged Property" - all the undertaking, property, assets and rights mortgaged, assigned or charged under this Deed and shall include any part of or interest in them

"Insurances" - all contracts and policies of insurance taken out by or on behalf of the Company in relation to the Charged Property (or its interest in it)

Continued on page 4 of next addendum

"Property" - the freehold property situated on the north east side of Kidderminster Road, Droitwich and registered at HM Land Registry under title number WR79572 and including all rights attached or appurtenant to it and all buildings, structures, fixtures, fittings and fixed plant and machinery from time to time situate on it and which belong to the Company

Continued on page 4 of next addendum

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

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

02981649

Name of Company

Jeffery (Wandsworth) Limited

Limited*

* delete if
inappropriate

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

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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"Property" means the freehold or leasehold property referred to in Schedule 1 as set out below and including all rights attached or appurtenant to it and all buildings, structures, fixtures, fittings and fixed plant and machinery from time to time situate on it and which belong to the Company.

"Prior Security" means the security (if any) described in Schedule 2 of the Charge as set out below

"Receiver" - a receiver or receiver and manager appointed by GMAC in respect of the Charged Property under this Deed or pursuant to statute and includes joint receivers

*Please complete
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SCHEDULE 1

Legally Mortgaged Property
(referred to in paragraph 1 2)

All that leasehold land on the south side of Copper Mill Lane and adjacent to Plough Lane Wimbledon as more particularly described in and demised by a lease dated on or about the date of the Charge made between (1) Wheels Van Centres Limited and (2) the Company and shown for identification only edged red on the plan attached to the Lease

SCHEDULE 2

Prior Security
(referred to in paragraph 1 9)
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02981649

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 21st JUNE 2007 AND CREATED BY JEFFERY (WANDSWORTH) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GENERAL MOTORE ACCEPTANCE CORPORATION (UK) PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th JUNE 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 2007

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES