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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 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

395

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

For official use

Company number

	11	
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00117238

Name of company

* A A CLARK LIMITED ("the Company")

Date of creation of the charge

28 October 2005

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

Floating Charge on Vehicles ("the Charge")

Amount secured by the mortgage or charge

The Charge secures:

The payment to GMAC on demand without deduction or set off:

1. of all monies and discharge all obligations and liabilities whether actual or contingent which may at the date of the Charge or at any time in the future be due owing or incurred by the Company to GMAC and/or any Receiver by the Company (whether alone or jointly and in whatever style, name or any form and whether incurred as principal or surety) when the same are due;

2. of 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 5% per annum above the published Base Rate of Lloyds TSB Bank Plc from time to time; and

Continued at Addendum 2/4

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

General Motors Acceptance Corporation (UK) plc, company number 275607, whose registered office is at PO Box 11, Wesley House, 19 Chapel Street, Luton, Bedfordshire ("GMAC")

Postcode LU1 2SE

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

Bond Pearce

Oceana House, 39-49 Commercial
Road, Southampton, SO15 1GA

3A - 1248872_1

Time critical reference
SAE/257156.223

For official Use
Mortgage Section

Post room



A06
COMPANIES HOUSE

AS80BA3B

640
04/11/2005

Short particulars of all the property mortgaged or charged

1. The Company charges as security for the Secured Obligations and with full title guarantee:

1.1 by way of floating charge all Vehicles (as defined below).

1.2 by way of first fixed charge, all present and future Insurance Claims.

2. The Charge contains a provision that the Company shall not without the Requisite Consent:

3.1 Create or permit to arise or subsist any Security Interest (defined below) in favour of anyone other than GMAC on the whole or any part of the Charged Property; or

3.2 Sell, assign, lease, lend or otherwise dispose of or part with possession of or surrender any interest in the Charged Property or attempt or agree to do so; except that the restrictions contained in this paragraph shall not apply to such of the Charged Property as is charged pursuant to paragraph one above only where the disposal is made in the ordinary course of trading as now carried on and for full value.

Defined terms at addendum 4/4

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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

Ind Peace

Date

3/11/05

On behalf of mortgagee/chargee[†]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.
(See note 5)

NOTES

[†] 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 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 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

Company number

00117238

Name of company

* insert full name
of company

* A A CLARK LIMITED ("the Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

3. 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 Charge and all security and rights created 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 in the Charge) or in exercising any right or power arising under or because of the Charge or otherwise, in each case on a full indemnity basis.

"the Secured Obligations".

M395 Continuation

Company number

00117238

Name of company

* insert full name
of company

* A A CLARK LIMITED ("the Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Company number

00117238

Name of company

* insert full name
of company

* A A CLARK LIMITED ("the Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Defined Terms:

"Charged Property" means all property assets and rights charged by the Deed.

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

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

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

"Requisite Consent" means the previous consent in writing of GMAC (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent).

"Security Interest" 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) or a title retention agreement or arrangement securing amounts not more than 90 days overdue and in each case entered into in the ordinary course of day to day trading.

"Vehicles" means all of the right, title and interest of the Company in or to any motor vehicle 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. 00117238

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE ON VEHICLES DATED THE 28th OCTOBER 2005 AND CREATED BY A.A. CLARK LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GENERAL MOTORS ACCEPTANCE CORPORATION (UK) 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 4th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th NOVEMBER 2005.

P.
Daw



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES