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CHFP025

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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

720556

13

Particulars of a mortgage or charge

395

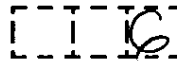
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



00135767

Name of company

* General Motors UK Limited (the Company)

Date of creation of the charge

30 April 2009

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

Deed of Fixed Charge (the Charge)

Amount secured by the mortgage or charge

The Company covenanted that it will on demand pay to GMAC without deduction
or set off:

1 all monies and discharge all obligations and liabilities whether actual
or contingent now or at any time due, owing or incurred to GMAC pursuant to
the Loan Agreement when the same are due;

2 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 3.5 per cent per annum above the published Base Rate of Lloyds TSB
plc from time to time; and

3 all Expenses on a full indemnity basis.

(Together, the Secured Obligations.)

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

GMAC UK PLC, registered in England and Wales with number 275607, whose
registered office is PO Box 11, Wesley House, 19 Chapel Street, Luton,
Bedfordshire (GMAC)

Postcode LU1 2SY

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

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

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



A11

06/05/2009
COMPANIES HOUSE

202

Short particulars of all the property mortgaged or charged

1 Under the terms of the Charge the Company granted the mortgages and charges set out in this paragraph and paragraph 2 below, with full title guarantee and to the intent that the securities created by the Charge shall rank as continuing securities for the payment when due of the Secured Obligations and all other obligations and liabilities of the Company (if any) arising under the Charge:

1.1 By way of a fixed charge each of the Vehicles, together with the benefit of all warranties and contracts relating to the same and all proceeds of sale;

1.2 By way of a fixed charge all of the Company's rights and benefits under all VSC Contracts including all rights to payment of amounts at any time due thereunder;

1.3 All the right, title and interest of the Company to and in any policies of insurance in respect of the Vehicles and the proceeds of any claim made or capable of being made under such policies; and

Continued on page 4 of continuation sheet 1

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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 5 May 2009

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

00135767

* delete if
inappropriate

Name of Company

General Motors UK Limited

XXXXXX

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

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

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*Please complete
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bold block lettering*

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

*Please complete
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1.4 All claims to which the Company is entitled or may be or become entitled to damages or compensation relating to the Charged Property or the return to the Company of its assets or property (including if recovered by a liquidator or administrator of the Company under statutory or other powers);

1.5 The Company charged by way of floating charge all Charged Property not effectively charged by a fixed charge under this Charge, the proceeds thereof and all rights relating the same and all things in action which give rise to the same;

1.6 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;

2 Particular provisions in respect of Belgian Vehicles

2.1 The charges created in paragraph 1 above insofar as they relate to Belgian Vehicles automatically constitute a pledge of each such Belgian Vehicle in conformity with Article 1 of the Belgian Law on Commercial Pledges of 5 May 1872;

2.2 The Company and GMAC each agreed that every Belgian Vehicle financed under the Loan Agreement and thereby pledged under this Charge can be identified by reference to GM Drive;

2.3 The Company and GMAC further agreed that the identification process provided by GM Drive, would in the absence of manifest error, be deemed to be approved by the Company and GMAC as a means of identifying the Belgian Vehicles pledged under the Charge;

2.4 GMAC and the Company agreed to the appointment of the Custodians to hold each of the Belgian Vehicles in custody in the Vehicle Storage Centre in Belgium on behalf of GMAC unless and until GMAC notifies the Custodians in writing that any Belgian Vehicle has been released from the security created in the Charge and returned to the Company's possession;

2.5 If and when required by GMAC, the Company will serve notice of the terms of the Charge on each Custodian and advise that Belgian Vehicles may only be released from the Vehicle Storage Centre in accordance with the terms of the relevant VSC Contract and the terms of the notice and that until such time as they are validly released, all Belgian Vehicles are deemed to be in the possession of GMAC and not the Company.

3 The Company covenanted and undertook to GMAC that it would not, without the Requisite Consent:

3.1 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;

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 by means of a sale of Vehicles to GMAC pursuant to the Master Supply Agreement.

Definitions

Belgian Vehicles means all of the Vehicles as are at any time situated in Belgium;

Charged Property means all the property, assets and rights charged under this Charge and shall include any part of or interest in them;

Continued on page 4 of continuation sheet 2

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**Particulars of a mortgage or charge
(continued)**Please do not
write in this
binding marginContinuation sheet No 2
to Form No 395 and 410 (Scot)*Please complete
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Company Number

00135767

Name of Company

General Motors UK Limited

~~XXXXXX~~* delete if
inappropriate

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

1

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

*Please complete
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Custodians means Colbelfret Ferries UK Limited of Purfleet Thames Terminal, London Road, Purfleet, RM19 1RT and UECC (Terminals) Limited of 1 Drawing Court, Gilbey Road, Grimsby, DN21 2TN and any other person who operates the VSC in Belgium on behalf of the Company at any time;

Expenses means 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 this Charge and all security and rights created by this Charge and in obtaining advice on any matter relating to this Charge or the Charged Property (including all costs and expenses payable to GMAC or any Receiver under any other Clause of this Charge) or in exercising any right or power arising under or because of this Charge or otherwise, in each case on a full indemnity basis;

GM Drive means the Company's automated data system which is used, inter alia, to log Vehicles when they arrive in, and track their progress through, the Vehicle Storage Centres;

Loan means, in relation to a Vehicle, a loan made or to be made under the Loan Agreement or the principal amount outstanding for the time being of such Loan;

Loan Agreement means the loan agreement dated 27 February 2006 entered into by GMAC as lender and the Company as borrower (as amended, restated (including 16 August 2006), substituted and refinanced from time to time.)

Master Supply Agreement means the master agreement for the supply of vehicles as amended and restated in February 2009 and made between GMAC and the Company;

Receiver means a receiver appointed under this Charge pursuant to statutory powers or otherwise and includes joint receivers and any substituted 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);

Vehicle means all of the right, title and interest of the Company in or to any motor vehicle funded by GMAC pursuant to the terms of the Loan Agreement and for the purposes of this definition "funded" means that GMAC has advanced a Loan in relation to that motor vehicle under or by reference to the Loan Agreement;

Vehicle Storage Centre means the centres listed in Schedule 1A to the Charge and any other centre used by the Company from time to time by the Company for the storage of Vehicles; and

VSC Contracts means any of the agreements listed in Schedule 1B to the Charge entered into by the Company (or on its behalf) in respect of the operation of each of the Vehicle Storage Centres and any other agreements entered into from time to time by the Company or anyone else on its behalf in respect of the operation of any Vehicle Storage Centre.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 135767
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF FIXED CHARGE DATED
30 APRIL 2009 AND CREATED BY GENERAL MOTORS UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO GMAC UK PLC 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
6 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES