

# M

## COMPANIES FORM No 395

### Particulars of a mortgage or charge

# 395

CHFP000

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

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

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

For Official use

Company Number

8

00135767

Name of Company

\*insert full name of company

General Motors UK Limited (the "Company")

Date of creation of the charge

7 July 2009

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

Fixed Security Document (the "Security Document") dated 7 July 2009 between the Company and Landesbank Hessen-Thüringen Girozentrale (the "Security Agent", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

The "Liabilities", which are defined in the Security Document as all present and future moneys, debts and liabilities due, owing or incurred by the Chargor to the Finance Parties under or in connection with the Guarantee Agreement.

Name and address of the mortgagees or persons entitled to the charge

Landesbank Hessen-Thüringen Girozentrale

Neue Mainzer Str. 52-58, 60311 Frankfurt am Main, Germany

Postcode

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

Linklaters LLP

One Silk Street

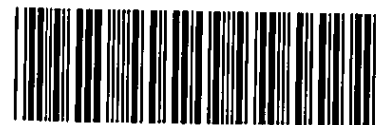
London EC2Y 8HQ

Tel: 020 7456 2000

Ref: L-167712/JOBS/SAL

For official Use  
Mortgage Section

WEDNESDAY



LD3

\*L3N0YBK4\*

15/07/2009

48

COMPANIES HOUSE

Time critical reference

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Nil

Signed *Lindalovers LLP*

Date 14 July 2009

On behalf of the Security Agent

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

**Note**

<sup>†</sup> 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, e.g. "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 including 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 CF4 3UZ

Page 2

**Short particulars of all the property mortgaged or charged****1 Fixed Charges**

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent by way of first fixed charge, all its present and future Intellectual Property.

Note (1): The Security Document provides that:

- 1 Security:** The Chargor shall not create or permit to subsist any Security over any Charged Asset except for the Charges.
- 2 Disposal:** The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset. For the avoidance of doubt, the Chargor can license or sub-license any Charged Asset in the ordinary course of business.

Note (2): In this Form, except to the extent that the context requires otherwise:

**"Agent"** means Kreditanstalt für Wiederaufbau.

**"assets"** includes present and future properties, revenues and rights of every description.

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document.

**"Company"** means Adam Opel GmbH.

**"Facility Agreement"** means the EUR 1,500,000,000 revolving bridge facility agreement dated 31 May 2009, as amended, modified or supplemented from time to time, between the Company as borrower, the Lenders, the Agent and the Security Agent.

**"Finance Documents"** means the *Finanzierungsverträge* as defined in the Facility Agreement and includes, for the avoidance of doubt, the Facility Agreement, the Guarantee Agreement, all other the guarantees provided by companies or partnerships to the Security Agent in connection with the Facility Agreement, the Security Document and all other security documents entered into in connection with the Facility Agreement and any other agreement designated as a *Finanzierungsvertrag* by the Company and the Agent.

any reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

**"Finance Parties"** means the Agent, the Lenders and the Security Agent.

**"Guarantee Agreement"** means the guarantee agreement dated 7 July 2009 granted by the Chargor in favour of the Finance Parties (as defined therein).

**"Intellectual Property"** of the Chargor means all trade marks, service marks, trade names and logos anywhere in the world (including those described in Schedule 2 (*Intellectual Property*) to the Security Document as set out in Note (3)), which it now or in the future owns (in each case

Name of Company

Company Number

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00135767

**Short particulars of all the property mortgaged or charged**

whether registered or unregistered and including any applications and rights to apply for the same).

"**Lenders**" means Kreditanstalt für Wiederaufbau, Investitionsbank Hessen, NRW.BANK, Investitions- und Strukturbank Rheinland-Pfalz (ISB) GmbH and Thüringer Aufbaubank.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Note (3): The Intellectual Property specified in Schedule 2 (*Intellectual Property*) to the Security Document is as follows:

**Trade Marks**

Name	Reg No	Country	Class
3 & Easy	2403311	United Kingdom	12
7+ Master Check	2203449	United Kingdom	12, 37
Arctic	2121212	United Kingdom	12
Auto crime	1462285	United Kingdom	45
Bedford	582893	United Kingdom	12
Bedford	699949	United Kingdom	28
Bedford	718788	United Kingdom	12
Bedford Midi	1262009	United Kingdom	12
Commander	1238457	United Kingdom	12
Customer Enthusiasm	2004873	United Kingdom	42
Discover Vauxhall	2478753	United Kingdom	11, 12, 16, 18, 21, 25, 27, 28, 35, 36, 37, 38, 39, 42, 45
Ecotec	1524445	United Kingdom	12
Expression	1513152	United Kingdom	12
Firenza	962021	United Kingdom	12
GO	2326255	United Kingdom	09
Masterfit	2172507	United Kingdom	37
Masterfit	2244008	United Kingdom	35
Masterfleet	1583605	United Kingdom	36
Masterhire	1279723	United Kingdom	12
Masterhire	1281943	United Kingdom	39
Masterhire	1387661	United Kingdom	37
Network Q	1424160	United Kingdom	12
Network Q	2164849	United Kingdom	37
Network Q	2244006	United Kingdom	35
Network Q Rally Great Britain	2210174	United Kingdom	06, 14, 16, 18, 20, 21, 24, 25, 28, 35, 41
Network Q Rally Great Britain	2210176	United Kingdom	06, 14, 16, 18, 20, 21, 24, 25, 28, 35, 41
Network Q Superstore	2168708	United Kingdom	37
Niagra	2105410A	United Kingdom	12

Name of Company

Company Number

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00135767

**Short particulars of all the property mortgaged or charged**

Nova	1173682	United Kingdom	12
Nova Life	1460306	United Kingdom	12
Original Vauxhall Badge	665086	Germany	12
Original Vauxhall Badge	T53/16910A	Singapore	12
Original Vauxhall Badge	718790	United Kingdom	12
QNRS	2002539	United Kingdom	35
Smartlease	1474374	United Kingdom	36
SRI	1567222	United Kingdom	12
Superguard Xtend	2207215	United Kingdom	36
Sureguard	1281941	United Kingdom	36
Sureguard	1347114	United Kingdom	36
The Vauxhall Difference	2001617	United Kingdom	42
Transaction and Vauxhall Badge	1450460	United Kingdom	35
Twist	2012944	United Kingdom	12
V	1551737	United Kingdom	36
V	1566401	United Kingdom	16
V	1566409	United Kingdom	21
V	1566411	United Kingdom	27
V	1566412	United Kingdom	28
V	2496222	United Kingdom	11, 12, 16, 18, 21, 25, 27, 28, 35, 36, 37, 38, 39, 42, 45
Vauxhall	29915	Australia	12
Vauxhall	47965	Australia	12
Vauxhall	184986	Australia	07
Vauxhall	29915	Austria	23
Vauxhall	6788	Bahamas	12
Vauxhall	2703	Bangladesh	12
Vauxhall	0022185	Benelux	12
Vauxhall	0022186	Benelux	12
Vauxhall	666	Bulgaria	12
Vauxhall	UCA48337	Canada	
Vauxhall	135691	Canada	12
Vauxhall	71993	Costa Rica	12
Vauxhall	1573/1953	Denmark	12
Vauxhall	30238	Fiji	12
Vauxhall	1320531	France	12
Vauxhall	1363210	France	37,39
Vauxhall	417687	Germany	12
Vauxhall	663194	Germany	7,12
Vauxhall	2431	Ghana	22
Vauxhall	0745	Gibraltar	12
Vauxhall	9205	Gibraltar	12
Vauxhall	560507	Gibraltar	12
Vauxhall	19793	Greece	12

Name of Company

Company Number

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00135767

**Short particulars of all the property mortgaged or charged**

Vauxhall	3695A	Guyana	22
Vauxhall	0074/1914	Hong Kong	27
Vauxhall	74/14	Hong Kong	12
Vauxhall	547912	Indonesia	12
Vauxhall	56860	Ireland	12
Vauxhall	2204	Jamaica	22
Vauxhall	6681	Kenya	22
Vauxhall	95-7534	Korea-South	7,9,11,12,13
Vauxhall	95-7533	Korea-South	7,9,11,12,13
Vauxhall	43669	Morocco	12
Vauxhall	72/268	Namibia	12
Vauxhall	25472	New Zealand	22
Vauxhall	3928	Nigeria	12
Vauxhall	6073	Pakistan	12
Vauxhall	R2527	Romania	12
Vauxhall	T53/16909H	Singapore	12
Vauxhall	363/28	South Africa	12
Vauxhall	2451/53/2	South Africa	12
Vauxhall	272920	Switzerland	12
Vauxhall	394483SWIT	Switzerland	28
Vauxhall	84650	Turkey	12
Vauxhall	357802	United Kingdom	12
Vauxhall	560507	United Kingdom	12
Vauxhall	564362	United Kingdom	12
Vauxhall	699090	United Kingdom	28
Vauxhall	1281955	United Kingdom	35, 36, 37
Vauxhall	1387986	United Kingdom	39
Vauxhall	1556915	United Kingdom	36
Vauxhall	1559606	United Kingdom	42
Vauxhall	1566263	United Kingdom	11
Vauxhall	1566264	United Kingdom	16
Vauxhall	1566265	United Kingdom	18
Vauxhall	1566266	United Kingdom	21
Vauxhall	1566267	United Kingdom	25
Vauxhall	1566268	United Kingdom	27
Vauxhall	2243939	United Kingdom	35
Vauxhall	1552768	USA	12
Vauxhall	1012	Western Samoa	
Vauxhall & Vauxhall Badge	2496221	United Kingdom	11, 12, 16, 18, 21, 25, 27, 28, 35, 36, 37, 38, 39, 42, 45
Vauxhall 123 Logo	1507663	United Kingdom	36
Vauxhall Aqua	2125544	United Kingdom	12
Vauxhall Autocrime	1559607	United Kingdom	45
Vauxhall Badge	A115641	Australia	12
Vauxhall Badge	669412	Australia	12

**Short particulars of all the property mortgaged or charged**

Vauxhall Badge	832670	Benelux	12
Vauxhall Badge	820406287	Brazil	12
Vauxhall Badge	28169	Bulgaria	12
Vauxhall Badge	1572/1953	Denmark	12
Vauxhall Badge	7728/1995	Denmark	12
Vauxhall Badge	142583	Finland	12
Vauxhall Badge	94533518	France	12
Vauxhall Badge	2901295	Germany	12
Vauxhall Badge	29578	Ghana	12
Vauxhall Badge	4392	Gibraltar	12
Vauxhall Badge	123455	Greece	12
Vauxhall Badge	15782A	Guyana	12
Vauxhall Badge	16320/99	Hong Kong	12
Vauxhall Badge	142786	Hungary	12
Vauxhall Badge	677800	India	12
Vauxhall Badge	355286	Indonesia	12
Vauxhall Badge	170449	Ireland	12
Vauxhall Badge	683847	Italy	12
Vauxhall Badge	754604	Italy	37
Vauxhall Badge	21792	Monaco	12
Vauxhall Badge	55065	Nigeria	12
Vauxhall Badge	311135	Portugal	12
Vauxhall Badge	1911589	Spain	12
Vauxhall Badge	305559	Sweden	12
Vauxhall Badge	272927	Switzerland	12
Vauxhall Badge	631075	Taiwan	12
Vauxhall Badge	24461	Trinidad & Tobago	12
Vauxhall Badge	1219944	United Kingdom	12
Vauxhall Badge	1281933	United Kingdom	35
Vauxhall Badge	1566400	United Kingdom	11
Vauxhall Badge	1566402	United Kingdom	18
Vauxhall Badge	1566410	United Kingdom	25
Vauxhall Badge	2115741	United Kingdom	39
Vauxhall Badge	2244004	United Kingdom	35
Vauxhall Capital	2150137	United Kingdom	12
Vauxhall Cash Choices	1576836	United Kingdom	36
Vauxhall Customer Enthusiasm	2004873	United Kingdom	42
Vauxhall Difference	2001617	United Kingdom	42
Vauxhall Electra	2489218	United Kingdom	12, 27, 28
Vauxhall Elite	1546968	United Kingdom	12
Vauxhall Energy	1536208	United Kingdom	12
Vauxhall Envoy	1523268	United Kingdom	12
Vauxhall Finance	1529096	United Kingdom	36
Vauxhall Finance Profit Plus	1504652	United Kingdom	36
Vauxhall Lightning	2380412	United Kingdom	12
Vauxhall Lithia	2489222	United Kingdom	12, 27, 28
Vauxhall Luton	43668	Morocco	12

Name of Company

Company Number

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00135767

**Short particulars of all the property mortgaged or charged**

Vauxhall Marine	2125546	United Kingdom	12
Vauxhall Mastercover	1470762	United Kingdom	36
Vauxhall Masterfit	1387389	United Kingdom	37
Vauxhall Merit	1230881	United Kingdom	12
Vauxhall Motors Limited	574378	Chile	12
Vauxhall Network Q	1424161	United Kingdom	37
Vauxhall On-Line	2211940	United Kingdom	12, 35, 38, 42
Vauxhall On-Line/Vauxhall Online (series of 2)	2211940	United Kingdom	12, 35, 38, 42
Vauxhall Select	1544007	United Kingdom	12
Vauxhall Speedster	2198282	United Kingdom	12
Vauxhall Supermodel	1524842	United Kingdom	35
Vauxhall Supermodel /Vauxhall Supermodels	1524841	United Kingdom	12
Vauxhall Supermodel /Vauxhall Supermodels	1524842	United Kingdom	35
Vauxhall Transaction	1450460	United Kingdom	35
Vauxhall Trip	1406743	United Kingdom	12
Vauxhall.com	2212202	United Kingdom	12
VX220	2203209	United Kingdom	12
VX220	2208296	United Kingdom	12, 16, 18, 20, 21, 24, 25, 27, 28
VXR	2327018	United Kingdom	6, 12, 14, 16, 18, 20, 21, 24, 25, 27, 28, 35, 37, 41
VXRacing	2327021	United Kingdom	6, 12, 14, 16, 18, 20, 21, 24, 25, 28, 35, 37, 41
Trade Club	003867851	EU	12, 35, 37
Vauxhall	001159458	EU	12
Vauxhall Badge	001159375	EU	12
Vauxhall and Vauxhall Badge	6613897	EU	07, 11, 12, 16, 18, 21, 25, 27, 28, 35, 36, 37, 38, 39, 42, 45





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

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

**COMPANY NO. 135767  
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED SECURITY DOCUMENT  
DATED 7 JULY 2009 AND CREATED BY GENERAL MOTORS UK  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE CHARGOR TO THE FINANCE PARTIES 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 15 JULY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**