



Registration of a Charge

Company name: **BCA LOGISTICS LIMITED**

Company number: **02539356**



X8KPP119

Received for Electronic Filing: **20/12/2019**

Details of Charge

Date of creation: **19/12/2019**

Charge code: **0253 9356 0009**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, 8 CANADA SQUARE E14 5HQ, AS SECURITY AGENT (AS SECURITY AGENT FOR THE SECURED PARTIES)**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2539356

Charge code: 0253 9356 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2019 and created by BCA LOGISTICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2019 .

Given at Companies House, Cardiff on 23rd December 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 19 December 2019

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (*Additional Chargors*) hereto (each an "**Additional Chargor**");
- (2) **BBD PARENTCO LIMITED**, a private company with limited liability incorporated under the laws of England and Wales, with its registered office at 20 Bentinck Street, London, United Kingdom, W1U 2EU and with registered number 12042162 (the "**Parent**"); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

Each Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated 25 June 2019 between the Original Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**"). This Security Accession Deed is supplemental to the Debenture.

NOW THIS DEED WITNESSES as follows:**1. INTERPRETATION****1.1 Definitions**

Terms defined or incorporated by reference in the Debenture shall have the same meaning when used in this Security Accession Deed or in any notice given under or in connection with this Security Accession Deed.

1.2 Construction

- (a) Clause 1.2 (*Terms defined in other documents*) to Clause 1.4 (*Application of provisions in the Intercreditor Agreement*) of the Debenture will be deemed to be set out in full in this Security Accession Deed, but as if references in those clauses to the Debenture were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.
- (c) This Security Accession Deed is a Secured Debt Document.

2. ACCESSION OF THE ADDITIONAL CHARGORS

2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent (as trustee for itself and the other Secured Parties) to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms on their due date.

2.3 Fixed Security

- (a) Each Additional Chargor charges with full title guarantee in favour of the Security Agent (as trustee for itself and the other Secured Parties) (to the extent not validly and effectively assigned pursuant to paragraph (b) below and to the fullest extent chargeable or capable of being charged without infringing any contractual provision restricting the same) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:
 - (i) each of its Accounts and all Related Rights;
 - (ii) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
 - (iii) patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;
 - (iv) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) and all Related Rights;
 - (v) goodwill and rights and claims in relation to its uncalled share capital;
 - (vi) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;
 - (vii) the Relevant Shares and all dividends, interest and other moneys payable in respect of the Relevant Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise);

- (viii) its Investments and all Related Rights (including all rights against any trustee, nominee, fiduciary or clearing system in respect of those Investments) to the extent not charged pursuant to paragraph (ii) above; and
 - (ix) each of the Intercompany Receivables and all Related Rights.
- (b) Each Additional Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent (as trustee for itself and the other Secured Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same), as security for the payment and discharge of the Secured Obligations, all of its rights, title and interest from time to time in and to the Intercompany Receivables (together with all Related Rights).

2.4 Floating charge

- (a) Each Additional Chargor with full title guarantee charges in favour of the Security Agent (as trustee for itself and the other Secured Parties), as security for the payment and discharge of the Secured Obligations, by way of first floating charge all of its present and future assets and undertakings.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Additional Chargor under the Secured Debt Documents in favour of the Security Agent (as trustee for itself and the other Secured Parties) as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above.

3. POWER OF ATTORNEY

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 14.1 (*Appointment and powers*) and Clause 14.2 (*Ratification*) of the Debenture.

4. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS

Except where agreed in writing by the Security Agent or to the extent not prohibited under any Secured Debt Document, no Chargor will at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets.

5. IMPLIED COVENANTS FOR TITLE

The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (*Miscellaneous Provisions*) Act 1994 will not extend to clauses 2.3 (*Fixed Security*) or 2.4 (*Floating charge*).

6. **FURTHER ADVANCES**

Subject to the terms of the Secured Debt Documents, each Secured Party that is a lender or noteholder (howsoever described) under a Secured Debt Document is under an obligation to make further advances to each Additional Chargor and that obligation will be deemed to be incorporated in this Security Accession Deed as if set out in this Security Accession Deed.

7. **CONSENT OF EXISTING CHARGORS**

The Parent agrees and consents for itself and on behalf of each of the existing Chargors to the terms of this Security Accession Deed and further agrees that its execution will in no way prejudice or affect the security granted by each of the existing Chargors under (and covenants given by each of them in) the Debenture or any other Security Accession Deed.

8. **EXTENSION OF POWER OF SALE**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on the date of this Security Accession Deed.

9. **RESTRICTIONS**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to each Additional Chargor on or at any time after the Security created by or pursuant to this Security Accession Deed has become enforceable in accordance with Clause 8 (*Enforcement of Security*) of the Debenture.

10. **CONSTRUCTION OF DEBENTURE**

The Debenture and this Security Accession Deed shall be read together as one instrument on the basis that references in the Debenture to "**this deed**" or "**this Debenture**" will be deemed to include this Security Accession Deed.

11. **NOTICES**

Each Additional Chargor confirms that its address details for notices are as set out in the applicable accession deed (or as otherwise updated in accordance with the Intercreditor Agreement).

12. **GOVERNING LAW**

This deed (including any non-contractual obligations arising out of or in relation to this deed) and any dispute or proceedings arising out of or relating to this deed shall be governed by English law.

THIS SECURITY ACCESSION DEED has been signed by the Security Agent and executed as a deed by each Additional Chargor and the Parent and is delivered by them as a deed on the date written on the first page of this Security Accession Deed.

**SCHEDULE 1
ADDITIONAL CHARGORS**

Company Name	Jurisdiction of incorporation	Registration number
BCA Marketplace Limited	England and Wales	09019615
BCA Osprey I Limited	England and Wales	07092374
BCA Osprey II Limited	England and Wales	07079269
BCA Remarketing Group Limited	England and Wales	07083959
BCA Central Limited	England and Wales	07061421
Pennine Metals B Limited	England and Wales	07257783
We Buy Any Car Limited	England and Wales	05727953
BCA Europe Limited	England and Wales	03918542
BCA Trading Limited	England and Wales	02340242
BCA Automotive Limited	England and Wales	02431297
Walon Limited	England and Wales	01398125
British Car Auctions Limited	England and Wales	00438886
BCA Remarketing Solutions Limited	England and Wales	04394828
BCA Logistics Limited	England and Wales	02539356
BCA Outsource Solutions Limited	England and Wales	01487644
TF ₁ Limited	England and Wales	10272560
BCA Fleet Solutions Limited	England and Wales	05377252

EXECUTION PAGE TO SECURITY ACCESSION DEED

Parent

EXECUTED as a **DEED** by)
BBD PARENTCO LIMITED)
acting by _____)
in the presence of: _____)

Signature of director



Signature of witness



Name of witness

ALICE COTTON

Address of witness

22 BENTINCK ST, LONDON, W1U

Occupation of witness

ASSISTANT

Additional Chargors

EXECUTED as a **DEED** by)
BCA MARKETPLACE LIMITED)
acting by _____)
in the presence of: _____)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTION PAGE TO SECURITY ACCESSION DEED

Parent

EXECUTED as a **DEED** by)
BBD PARENTCO LIMITED)
acting by _____)
in the presence of:)

Signature of director

Signature of witness

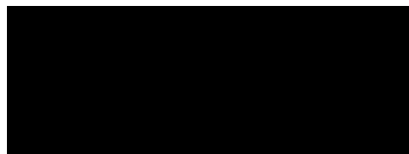
Name of witness

Address of witness

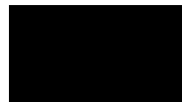
Occupation of witness

Additional Chargors

EXECUTED as a **DEED** by)
BCA MARKETPLACE LIMITED)
acting by _____)
in the presence of:)



Signature of director



Signature of witness

Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

*ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA*

SOLICITOR

EXECUTED as a **DEED** by)
BCA OSPREY I LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

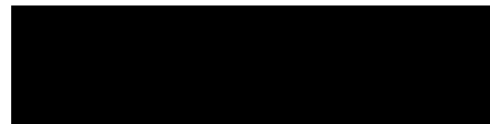
ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
BCA OSPREY II LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
BCA REMARKETING GROUP)
LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness

_____ 

Name of witness

_____ *SAMUEL WILSON*

Address of witness

_____ *BRYAN CAVE LEIGHTON PAISNER LLP*

Occupation of witness

_____ *ADELAIDE HOUSE*
_____ *LONDON BRIDGE*
_____ *LONDON EC4R 9HA*
SOLICITOR

EXECUTED as a **DEED** by)
BCA CENTRAL LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness

_____ 

Name of witness

_____ *SAMUEL WILSON*

Address of witness

_____ *BRYAN CAVE LEIGHTON PAISNER LLP*

Occupation of witness

_____ *ADELAIDE HOUSE*
_____ *LONDON BRIDGE*
_____ *LONDON EC4R 9HA*
SOLICITOR

EXECUTED as a **DEED** by)
PENINE METALS B LIMITED)
acting by _____)
in the presence of:)



Signature of director



Signature of witness

Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
WE BUY ANY CAR LIMITED)
acting by _____)
in the presence of:)



Signature of director



Signature of witness

Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

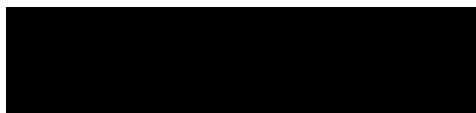
ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
BCA EUROPE LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness

_____ 

Name of witness

_____ *SAMUEL WILSON*

Address of witness

_____ *BRYAN CAVE LEIGHTON PAISNER LLP*

Occupation of witness

_____ *ADELAIDE HOUSE*

_____ *LONDON BRIDGE*

_____ *LONDON EC4R 9HA*


SOLICITOR

EXECUTED as a **DEED** by)
BCA TRADING LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness

_____ 

Name of witness

_____ *SAMUEL WILSON*

Address of witness

_____ *BRYAN CAVE LEIGHTON PAISNER LLP*

Occupation of witness

_____ *ADELAIDE HOUSE*

_____ *LONDON BRIDGE*

_____ *LONDON EC4R 9HA*

SOLICITOR

EXECUTED as a **DEED** by)
BCA AUTOMOTIVE LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
WALON LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

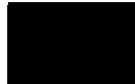
SOLICITOR

EXECUTED as a **DEED** by)
BRITISH CAR AUCTIONS LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
BCA REMARKETING SOLUTIONS)
LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE

LONDON BRIDGE

LONDON EC4R 9HA

SOLICITOR

EXECUTED as a **DEED** by)
BCA LOGISTICS LIMITED)
acting by _____)
in the presence of:)



Signature of director



Signature of witness

Name of witness

SAMUEL WILSON
BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

Address of witness

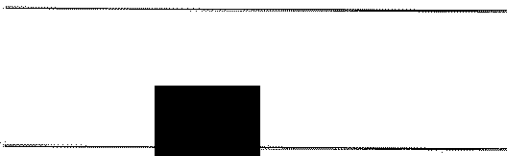
Occupation of witness

SOLICITOR

EXECUTED as a **DEED** by)
BCA OUTSOURCE SOLUTIONS)
LIMITED)
acting by _____)
in the presence of:)



Signature of director



Signature of witness

Name of witness

SAMUEL WILSON

Address of witness

Occupation of witness

BRYAN CAVE LEIGHTON PAISNER LLP
ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

SOLICITOR

cc EXECUTED as a DEED by)
TFZ LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

SOLICITOR

EXECUTED as a DEED by)
BCA FLEET SOLUTIONS LIMITED)
acting by _____)
in the presence of:)



Signature of director

Signature of witness



Name of witness

SAMUEL WILSON

Address of witness

BRYAN CAVE LEIGHTON PAISNER LLP

Occupation of witness

ADELAIDE HOUSE
LONDON BRIDGE
LONDON EC4R 9HA

SOLICITOR

Security Agent

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By: _____

Name: Simon Lazarus
Authorised Signatory

Title: _____