



**Registration of a Charge**

Company name: **BCA Group Europe Limited**

Company number: **03105112**

Received for Electronic Filing: **08/02/2017**



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**Details of Charge**

Date of creation: **03/02/2017**

Charge code: **0310 5112 0009**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT 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: 3105112

Charge code: 0310 5112 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2017 and created by BCA Group Europe Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2017 .

Given at Companies House, Cardiff on 9th February 2017

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**

THE PERSONS LISTED IN SCHEDULE 1  
AS ORIGINAL CHARGORS

IN FAVOUR OF

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED  
AS SECURITY AGENT

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SUPPLEMENTAL DEBENTURE EXECUTED IN  
CONNECTION WITH THE AMENDMENT AND  
RESTATEMENT OF A £500,000,000 FACILITIES  
AGREEMENT FOR BCA MARKETPLACE PLC AND  
SUPPLEMENTAL TO A DEBENTURE DATED 1 JUNE  
2015

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**THIS SUPPLEMENTAL DEBENTURE** is made by way of deed on 3 February 2017

**BY:**

- (1) **THE PERSONS LISTED IN SCHEDULE 1** (each an "**Original Chargor**" and together the "**Original Chargors**") in favour of
- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

**RECITALS:**

- (A) The Lenders (as defined in the Original Facilities Agreement) made certain facilities available to certain subsidiaries of the Company pursuant to the Original Facilities Agreement (each as defined below).
- (B) Pursuant to the Original Debenture (as defined below) each Original Chargor created security over certain of its assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Original Debenture).
- (C) The Lenders have agreed to amend the Original Facilities Agreement as set out in the Amendment Agreement (each as defined below).
- (D) The Original Chargors agree to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Property in respect of their obligations to the Lenders as amended by the Amendment Agreement.
- (E) This Supplemental Debenture is supplemental to the Original Debenture.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Supplemental Debenture:

**"Amended Facilities Agreement"** means the Original Facilities Agreement as amended and restated by the Amendment Agreement.

**"Amended Secured Obligations"** means the Secured Obligations as defined in the Original Debenture and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of and as defined in the Amendment Agreement.

**"Amendment Agreement"** means the amendment and restatement agreement relating to the Original Facilities Agreement dated on or around the date of this Supplemental Debenture and made between, among others, each of the Original Chargors, HSBC Bank plc as Facility Agent and the Security Agent.

**"Chargors"** means the Original Chargors and any other member of the Group which has become a Chargor hereunder by executing a Security Accession Deed and **"Chargor"** means any of them

**"Company"** means BCA Marketplace plc, a company incorporated in England and Wales with registered number 09019615.

**"Fixed Security"** means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*) of this Supplemental Debenture.

**"Lenders"** means any person which is party to the Amendment Agreement as a "Participating Lender".

**"Original Debenture"** means the debenture dated 1 June 2015 between the original chargors (as listed in schedule 1 thereto) and the Security Agent and as acceded to by certain Additional Obligors.

**"Original Facilities Agreement"** means the facilities agreement dated 26 March 2015 between, amongst others, the Company, HSBC Bank plc as Facility Agent, the Security Agent, and the financial institutions listed therein as lenders as amended and/or restated from time to time before the Effective Date of the Amendment Agreement.

**"Original Security"** means the Security created by or pursuant to the Original Debenture.

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement.

## 1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture, the Amendment Agreement or the Amended Facilities Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

## 1.3 Construction

In this Supplemental Debenture:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.4 (*Currency symbols and definitions*) of the Amended Facilities Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture;
- (b) any reference to the **"Security Agent"**, the **"Secured Parties"**, the **"Finance Parties"**, the **"Chargor"** or any **"Obligor"** shall be construed so as to include its or their (and any subsequent) successors in title, permitted assigns and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Intercreditor Agreement;

- (c) any reference to "**including**" and "**include**" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and
- (d) references in this Supplemental Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Debenture.

#### **1.4 Present and future assets**

- (a) A reference in this Supplemental Debenture to any Charged Property or other asset includes, unless the contrary intention appears, present and future Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

#### **1.5 Real Property**

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Amended Facilities Agreement and each other Finance Document are incorporated into this Supplemental Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

#### **1.6 Separate Security**

Clauses 4.1 (*Fixed charge over Real Property*) to 4.9 (*Assignments*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

#### **1.7 Security Agent assumes no obligation**

The Security Agent shall not be under any obligation in relation to the Charged Property as a consequence of this Supplemental Debenture and the Chargors shall at all times remain liable to perform all obligations in respect of the Charged Property.

### **2. CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, the Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain



in full force and effect notwithstanding the amendments referred to in clause 3 (*Restatement of the Original Facilities Agreement*) of the Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facilities Agreement).

### **3. COMMON PROVISIONS**

#### **3.1 Common provisions as to all Security**

All the Security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Debenture and the Security created by or pursuant to it on trust for the Secured Parties;
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

#### **3.2 Supplemental Security**

All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created in addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security.

#### **3.3 Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

### **4. SUPPLEMENTAL FIXED SECURITY**

#### **4.1 Fixed charge over Real Property**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of this Supplemental Debenture (or, if later, the date on which such Chargor accedes as party to this Supplemental Debenture) shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property.

#### **4.2 Fixed charge over Tangible Moveable Property**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any

necessary consent to such fixed charge from any third party) the Tangible Moveable Property.

#### **4.3 Fixed charge over Accounts**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts.

#### **4.4 Fixed charge over Monetary Claims**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Debenture.

#### **4.5 Fixed charge over Investments**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments.

#### **4.6 Fixed charge over Shares**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise).

#### **4.7 Fixed charge over Intellectual Property**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property (other than the Excluded Intellectual Property).

#### **4.8 Fixed charge over Goodwill and Uncalled Capital**

Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of such Chargor.

#### **4.9 Assignments**

Each Chargor assigns and agrees to assign absolutely with full title guarantee (subject to any Permitted Security) to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all such Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- 4.9.1 the proceeds of any Insurance Policy and all Related Rights;
- 4.9.2 all rights and claims in relation to any Assigned Account;
- 4.9.3 each of the Specific Contracts;
- 4.9.4 any agreements, contracts, deeds, leases, licences, undertaking, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property; and
- 4.9.5 any rental income in respect of all or part of any Real Property.

#### **4.10 Excluded Real Property**

- 4.10.1 The fixed security from time to time constituted by this Supplemental Debenture does not extend to any Chargor's interest in the Excluded Real Property unless and until any relevant consent has been obtained or any restriction on the creation of security over any such asset is removed.
- 4.10.2 Each Chargor will use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as practicable any consents necessary to enable each of the Excluded Real Property to be the subject of an effective charge by way of first legal mortgage pursuant to this Supplemental Debenture and, immediately upon obtaining any such consent, the Real Property concerned will become subject to that security and each Chargor shall promptly (and in any event within twenty (20) Business Days) enter into a Supplemental Mortgage pursuant to clause 6.1 (*Further Assurance*) of the Original Debenture.

## 5. SUPPLEMENTAL FLOATING CHARGE

### 5.1 Floating charge

- (a) Each Chargor charges with full title guarantee (subject to any Permitted Security) in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Amended Secured Obligations by way of floating charge all present and future assets and undertaking of such Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by such Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Amended Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above.

## 6. MISCELLANEOUS

### 6.1 Incorporation of provisions from Amended Facilities Agreement

The provisions of clauses 1.3 (*Third party rights*), 17 (*Tax gross up and indemnities*), 19 (*Other indemnities*), 36.1 (*Accounts*), 36.2 (*Certificates and determinations*) and 39 (*Amendments and waivers*) of the Amended Facilities Agreement are incorporated into this Supplemental Debenture as if expressly set out in full in this Supplemental Debenture, but so that references in those clauses to the Amended Facilities Agreement are references to this Supplemental Debenture.

### 6.2 Incorporation of provisions from Original Debenture

The provisions of clauses 2.1 (*Covenant to Pay*), 4.1 (*Crystallisation: By notice*), 4.2 (*Crystallisation: Automatic*), 5 (*Perfection of Security*), 6 (*Further Assurance*), 7 (*Negative pledge and Disposals*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension and Variation of the Law of Property Act 1925*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receiver*), 17 (*Application of Monies*), 18 (*Protection of Purchasers*), 20 (*Effectiveness of Security*), 21 (*Release of Security*), 22 (*Set-off*), 23 (*Subsequent Security Interests*), 25 (*Discretion and Delegation*), and 28 (*Jurisdiction*) and Schedules 2 (*Form of Debenture Accession Deed*) and 6 (*Form of Notice of Assignment*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (a) the "**Facilities Agreement**" are references to the "Amended Facilities Agreement";
- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations";

- (c) **"Charged Property"** are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Debenture; and
- (d) **"this Debenture"** are references to this Supplemental Debenture.

### 6.3 **Original Debenture and no merger**

Except insofar as supplemented by this Supplemental Debenture, the Original Debenture (including, for the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created thereunder) shall remain in full force and effect and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

## 7. **EXTENSION OF POWERS**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Supplemental Debenture 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 Amended Secured Obligations shall be deemed due and payable for that purpose) on the date of this Supplemental Debenture.

## 8. **POWER OF ATTORNEY**

### 8.1 **Appointment and powers**

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect a Supplemental Mortgage over any Real Property not already the subject of a registrable legal mortgage pursuant to clause 3.1.1 (*Fixed Charge*) of the Original Debenture and Clause 4.1 (*Fixed charge over Real Property*) (including but not limited to the Excluded Real Property), and execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on any Chargor by this Supplemental Debenture or any other agreement binding on a Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Supplemental Debenture or by law (including, after the occurrence of an Enforcement Event, the exercise of any right of a legal or beneficial owner of the Charged Property).

### 8.2 **Exercise of Power**

The Power of Attorney set out in Clause 8.1 (*Appointment and powers*) above shall only be exercised following:

- (a) the occurrence of an Enforcement Event; or
- (b) a failure by a Chargor to comply with clause 6 (*Further Assurance*) of the Original Debenture or any other provision of, or incorporated by reference into, this Supplemental Debenture (where such failure is deemed material by the Security Agent, in its sole discretion and where a reasonable period (but in any event such period to be not more than 5 Business Days) of notice of such failure has been given (if practicable) to the relevant Chargor).

### 8.3 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## 9. COUNTERPARTS

This Supplemental Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Debenture.

## 10. GOVERNING LAW

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS SUPPLEMENTAL DEBENTURE** has been signed by the Security Agent and executed as a deed by the Chargor and is delivered by it on the date specified above.

## SCHEDULE 1

### THE ORIGINAL CHARGORS

<b>Name of Chargor</b>	<b>Registered number (or equivalent) and jurisdiction of incorporation</b>
BCA Marketplace plc	Incorporated in England and Wales with registered number 09019615
BCA Osprey I Limited	Incorporated in England and Wales with registered number 07092374
BCA Osprey II Limited	Incorporated in England and Wales with registered number 07079269
BCA Remarketing Group Limited	Incorporated in England and Wales with registered number 07083959
BCA Osprey IV Limited	Incorporated in England and Wales with registered number 7061421
BCA Osprey Finance Limited	Incorporated in England and Wales with registered number 09227213
BCA Holdings Limited	Incorporated in England and Wales with registered number 3113182
BCA Group Europe Limited	Incorporated in England and Wales with registered number 3105112
The British Car Auction Group Limited	Incorporated in England and Wales with registered number 72544
British Car Auctions Limited	Incorporated in England and Wales with registered number 438886
BCA Trading Limited	Incorporated in England and Wales with registered number 2340242
Pennine Metals B Limited	Incorporated in England and Wales with registered number 07257783
We Buy Any Car Limited	Incorporated in England and Wales with registered number 05727953
Expert Remarketing Limited	Incorporated in England and Wales with registered number 07232170
BCA Europe Limited	Incorporated in England and Wales with registered number 03918542

Expedier Catering Limited	Incorporated in England and Wales with registered number 03710562
BCA Remarketing Solutions Limited	Incorporated in England and Wales with registered number 04394828
BCA Logistics Limited	Incorporated in England and Wales with registered number 02539356
NKL Automotive Limited	Incorporated in England and Wales with registered number 04905507
SMA Vehicle Remarketing Limited	Incorporated in England and Wales with registered number 06774529
BCA Automotive Ltd	Incorporated in England and Wales with registered number 02431297
Walon Limited	Incorporated in England and Wales with registered number 01398125
Sensible Automotive Limited	Incorporated in England and Wales with registered number 02884164
BCA Fleet Solutions 2 Limited (formerly Ambrosetti (UK) Limited)	Incorporated in England and Wales with registered number 01341846
TF1 Limited	Incorporated in England and Wales with registered number 10272560
BCA Fleet Solutions Limited (formerly Paragon Automotive Limited)	Incorporated in England and Wales with registered number 05377252
Paragon Fleet Solutions Limited,	Incorporated in England and Wales with registered number 02638543
BCA Vehicle Services Limited (formerly Paragon Vehicle Services Limited)	Incorporated in England and Wales with registered number 04031608
Paragon Automotive Logistics Ltd	Incorporated in England and Wales with registered number 04958639



Paragon Automotive 2009 Limited	Incorporated in England and Wales with registered number 06682573
Paragon Automotive Services Limited	Incorporated in England and Wales with registered number 05377245
Paragon Remarketing Services Limited	Incorporated in England and Wales with registered number 06609269
VAM UK Acquisition Corporation Limited	Incorporated in England and Wales with registered number 05394664

**The Chargors**

**EXECUTED** as a **DEED** )  
by **BCA MARKETPLACE PLC** )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address: 20 Buckingham Street  
London WC2N 6EF  
United Kingdom

Attention: The Directors

EXECUTED as a DEED  
by BCA OSPREY I LIMITED

)  
)



Signature of Director

Tim Lampert

Name of Director

in the presence of:



Signature of witness

Kyle Johnson

Name of witness

\_\_\_\_\_

Address of witness

Adelaide House  
London Bridge  
London EC4R 9HA  
Solicitor

Occupation of witness

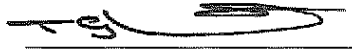
Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED  
by BCA OSPREY II LIMITED

)  
)



Signature of Director

Tim Lampert

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

Adelaide House

Address of witness

London Bridge

London EC4R 9HA

Solicitor

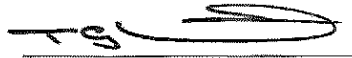
Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by BCA OSPREY FINANCE LIMITED )

 Signature of Director  
Tim Lompert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA

Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by BCA OSPREY IV LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA

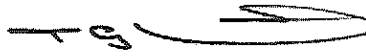
Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by BCA REMARKETING GROUP LIMITED )

  
\_\_\_\_\_  
Signature of Director  
Tim Lampert  
\_\_\_\_\_  
Name of Director

in the presence of:

K. Idum  
\_\_\_\_\_  
Signature of witness

Kyle Johnson  
\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

Adelaide House  
\_\_\_\_\_

London Bridge  
\_\_\_\_\_

London EC4R 9HA  
\_\_\_\_\_

Solicitor  
\_\_\_\_\_  
Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by BCA HOLDINGS LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Address of witness

Adelaide House

London Bridge

London EC4R 9HA

Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors



EXECUTED as a DEED  
by BCA GROUP EUROPE LIMITED

)  
)



Signature of Director

Tim Lampert

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

Adelaide House

Address of witness

London Bridge

London EC4R 9HA

Solicitor

Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED  
by THE BRITISH CAR AUCTION GROUP LIMITED

)  
)



Signature of Director

Tim Lampert

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

Address of witness

Adelaide House  
London Bridge  
London EC4R 9HA

Solicitor

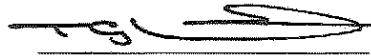
Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by BRITISH CAR AUCTIONS LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED  
by BCA TRADING LIMITED

)  
)



Signature of Director

Tim Lampert

Name of Director

in the presence of:

K. Munn

Signature of witness

Kyle Johnson

Name of witness

Adelaide House

Address of witness

London Bridge

London EC4R 9HA

Solicitor


Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by PENNINE METALS B LIMITED )

  
\_\_\_\_\_  
Signature of Director  
Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

\_\_\_\_\_  
Address of witness

Adelaide House  
London Bridge  
London EC4R 9HA


Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by WE BUY ANY CAR LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA


Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by EXPERT REMARKETING LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

**EXECUTED as a DEED**  
**by BCA EUROPE LIMITED**

)  
)



Signature of Director

Tim Lampert

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

\_\_\_\_\_

Address of witness

Adelaide House

London Bridge

London EC4R 9HA

Solicitor

Occupation of witness


Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors



EXECUTED as a DEED )  
by EXPEDIER CATERING LIMITED )

  
\_\_\_\_\_  
Signature of Director  
Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

**EXECUTED as a DEED** )  
**by BCA REMARKETING SOLUTIONS LIMITED** )

 Signature of Director

Tim Lampen Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Address of witness

Adelaide House  
London Bridge  
London EC4R 9HA

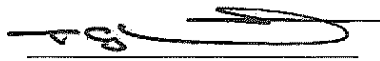
Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by BCA LOGISTICS LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA


Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by NKL AUTOMOTIVE LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA


Solicitor Occupation of witness

Address: Headway House, Crosby Way, Farnham, Surrey, GU9 7XG

Fax: +44 1252 736 544

Attention: The Directors

EXECUTED as a DEED )  
by SMA VEHICLE REMARKETING LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA

Solicitor Occupation of witness

Address: as above

Fax:

Attention:

EXECUTED as a DEED  
by BCA AUTOMOTIVE LTD

)  
)



Signature of Director

Tim Lampen

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

Adelaide House

Address of witness

London Bridge

London EC4R 9HA

Solicitor

Occupation of witness

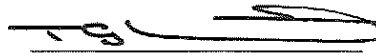
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Fax:

Attention:

EXECUTED as a DEED  
by WALON LIMITED

)  
)

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

EXECUTED as a DEED )  
by SENSIBLE AUTOMOTIVE LIMITED )

  
\_\_\_\_\_  
Signature of Director

Tim Lempert  
\_\_\_\_\_  
Name of Director

in the presence of:

K. Johnson  
\_\_\_\_\_  
Signature of witness

Kyle Johnson  
\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

Adelaide House  
London Bridge  
London EC4R 9HA

Solicitor  
\_\_\_\_\_  
Occupation of witness


Address: 25 previous

Fax:

Attention:



EXECUTED as a DEED )  
by BCA FLEET SOLUTIONS 2 LIMITED )

 Signature of Director  
Tim Lampert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA

Solicitor Occupation of witness


Address: as previous

Fax:

Attention:

EXECUTED as a DEED  
by TF1 LIMITED

)  
)

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA


Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

EXECUTED as a DEED )  
by BCA FLEET SOLUTIONS LIMITED )

 Signature of Director  
Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address:

Fax: as previous

Attention:

EXECUTED as a DEED )  
by PARAGON FLEET SOLUTIONS LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA


Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

EXECUTED as a DEED )  
by BCA VEHICLE SERVICES LIMITED )

 Signature of Director

Tim Lempert Name of Director

in the presence of:

K. Tdum Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge  
London EC4R 9HA

Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

EXECUTED as a DEED  
by PARAGON AUTOMOTIVE LOGISTICS LTD

)  
)



Signature of Director

Tim Lomper

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

Adelaide House

Address of witness

London Bridge

London EC4R 9HA

Solicitor

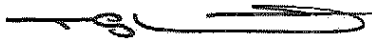
Occupation of witness

Address: 25 previous

Fax:

Attention:

EXECUTED as a DEED )  
by PARAGON AUTOMOTIVE 2009 LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Johnson Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA


Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

EXECUTED as a DEED )  
by PARAGON AUTOMOTIVE SERVICES LIMITED )



Signature of Director

Tim Lempert

Name of Director

in the presence of:

K. Johnson

Signature of witness

Kyle Johnson

Name of witness

Adelaide House

Address of witness

London Bridge

London EC4R 9HA

Solicitor

Occupation of witness

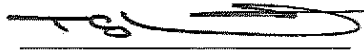
Address: 25 previous

Fax:

Attention:



EXECUTED as a DEED )  
by PARAGON REMARKETING SERVICES LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

 Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA


Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

EXECUTED as a DEED )  
by VAM UK ACQUISITION CORPORATION LIMITED )

 Signature of Director

Tim Lampert Name of Director

in the presence of:

K. Tdum Signature of witness

Kyle Johnson Name of witness

Adelaide House Address of witness

London Bridge

London EC4R 9HA

Solicitor Occupation of witness

Address: as previous

Fax:

Attention:

**THE SECURITY AGENT**

Signed by 

**HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

By:   
Authorised Signatory

Address: 8 Canada Square, Canary Wharf, London, E14 5HQ, United Kingdom

Fax: +44 (0)207 991 4350

Attention: CTLA Trustee Services Administration