



Registration of a Charge

Company name: **GREEN MOTION VEHICLE RENTAL LIMITED**

Company number: **06360257**



X2N4O5OB

Received for Electronic Filing: **13/12/2013**

Details of Charge

Date of creation: **22/11/2013**

Charge code: **0636 0257 0001**

Persons entitled: **ANTHONY JAMES PATRICK HOOPER**

Brief description:

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

Notification of addition to or amendment of charge.

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:

GATELEY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6360257

Charge code: 0636 0257 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2013 and created by GREEN MOTION VEHICLE RENTAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2013 .

Given at Companies House, Cardiff on 13th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated the 22nd day of November 1911

Given in presence of Lincoln

ANTHONY JAMES PATRICK HOOPER

NOTARY PUBLIC

THIS DEED is made on the 22nd day of November 2013

BETWEEN :-

- (1) (1) **GREEN MOTION VEHICLE RENTAL LIMITED** a private company incorporated and registered in **England and Wales** with company number 06360257 whose registered office is at Mid-Day Court, 20-24 Brighton Road, Sutton, Surrey, SM2 5BN (the "Chargor"); and
- (2) **ANTHONY JAMES PATRICK HOOVER** of 33 Pound Hill, Great Brickhill, Milton Keynes, MK17 9AS, U.K. (the "Lender").

WHEREAS :-

- (A) By a Loan Agreement dated 15th November 2012 (the "Loan Agreement") and made between Green Motion International Limited as borrower and the Lender as lender, the Lender has agreed to make available to **Green Motion International Limited** a term loan of a total principal amount of £25,133.60 (the "Loan") upon and subject to the terms and conditions in the Loan Agreement.
- (B) The Chargor hereby agrees to enter into this Debenture in favour of the Lender as security for the Loan.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions and Construction In this Deed, unless the context requires otherwise:

- 1.1.1 terms and expressions defined in or construed for the purposes of the Loan Agreement shall have the same meanings or be construed in the same manner when used in this Deed;
- 1.1.2 "Charged Assets" means all or any part of the undertaking, property, assets and rights of the Chargor hereby expressed to be charged;
- 1.1.3 "Event of Default" means any event or circumstance specified as such in Clause 6;
- 1.1.4 "Potential Event of Default" means any event or circumstance which with the giving of notice, the passage of time, any determination of materiality or the satisfaction of any applicable condition (or any combination of them) would reasonably be expected to become an Event of Default;

1.1.5 "Receiver" means any receiver, manager, receiver and manager or other similar officer appointed by the Lender in respect of the security hereby granted;

1.1.6 "Secured Indebtedness" means all and any sums (whether principal, interest, fees or otherwise) which are now or at any time may become payable by the Chargor under the Loan Agreement.

1.2 Successors and Assigns. The expressions "Chargor" and "Lender" shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.

1.3 Miscellaneous. In this Deed, unless the context requires otherwise, references to provisions of any law or regulation shall be construed as references to those provisions as replaced, amended, modified or re-enacted from time to time; words importing the singular include the plural and *vice versa* and words importing a gender include every gender; references to this Deed or any other Finance Document shall be construed as references to such document as the same may be amended, supplemented or novated from time to time; unless otherwise stated, references to Clauses are to clauses of this Deed. Clause headings are inserted for reference only and shall be ignored in construing this Deed.

2. CHARGE

2.1 Charge. In consideration of the Lender agreeing to make available to the Chargor the Loan upon the terms and conditions of the Loan Agreement, the Chargor as beneficial owner charges to the Lender by way of first floating charge all the undertaking, property, assets and rights of the Chargor whatsoever and wheresoever both present and future including, but not limited to, its uncalled capital and goodwill as a continuing security for the due and punctual payment of the Secured Indebtedness and the due and punctual observance and performance by the Chargor.

2.2 Conversion of Floating Charge to Fixed Charge. The Lender may at any time, by notice in writing to the Chargor, convert the floating charge hereby created into a fixed charge as regards any property, assets or rights specified in the notice. If the Chargor, without the prior written consent of the Lender, creates, incurs or permits to arise or subsist any Encumbrance over the Charged Assets or attempts or takes any steps so to do, the floating charge hereby created shall automatically, without notice, be converted into a fixed charge as regards the Charged Assets thereby affected.

2.3 Discharge. Upon payment in full of all the Secured Indebtedness to the satisfaction of the Lender, the Lender shall, at the request and cost of the Chargor, and in such form as the Lender shall approve, discharge the security created by this Deed.

3. CONTINUING SECURITY

This Deed shall be a continuing security and shall remain in full force and effect until the Secured Indebtedness has been paid in full, notwithstanding the insolvency or liquidation or any incapacity or change in the constitution or status of the Chargor or any other

person or any intermediate settlement of account or other matter whatsoever. This Deed is in addition to, and independent of, any Encumbrance, guarantee or other security or right or remedy now or at any time hereafter held by or available to the Lender.

4. REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties. The Chargor represents and warrants to the Lender that:

4.1.1 all the undertaking, property, assets and rights hereby charged are or when acquired will be beneficially owned by the Chargor free from any Encumbrance except as created under or pursuant to this Deed;

4.1.2 no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened in relation to the Charged Assets.

4.2 Continuing Representation and Warranty. The Chargor also represents and warrants to and undertakes with the Lender that the foregoing representations and warranties will be true and accurate throughout the continuance of this Deed with reference to the facts and circumstances subsisting from time to time.

5. UNDERTAKINGS

5.1 Affirmative Undertakings. The Chargor undertakes and agrees with the Lender throughout the continuance of this Deed and so long as the Secured Indebtedness or any part thereof remains owing that the Chargor will, unless the Lender otherwise agrees in writing:

5.1.1 insure and keep insured the Charged Assets of an insurable nature against loss or damage by fire and other usual risks and by such other risks and contingencies as the Lender may require, in such amounts as may be specified from time to time by the Lender or, in the absence of any such specification, in their full insurable values, and maintain such other insurances, including third party and public liability insurance, as are commonly maintained by prudent companies carrying on similar businesses or activities, in each case, with such insurance company or office and through such insurance brokers as the Lender shall approve;

5.1.2 procure that the interest of the Lender is noted on all policies of insurance and that mortgagee clauses are incorporated therein in such manner and on such terms as the Lender may require or, if required by the Lender, effect all such policies in the joint names of the Lender and the Chargor and the Chargor assigns to the Lender the benefit of all such policies and agrees to enter into such further assignments in relation thereto in such manner and on such terms as the Lender may require;

5.1.3 punctually pay all premiums or sums of money necessary for effecting such insurances as aforesaid and endorse over, produce or deliver to the Lender all policies of insurance and the receipts for every such payment;

- 5.1.4 apply any monies received by the Chargor under any insurances in repairing or reinstating the property or assets in respect of which the monies were received or, if the Lender shall so direct, in or towards satisfaction of the Secured Indebtedness;
- 5.1.5 keep all its property and assets including, but not limited to, all plant, equipment, machinery, buildings, fixtures, fittings, vehicles and other effects in good and substantial repair and in good working order and condition and not pull down, dismantle or remove any of the same except in the ordinary course of use, repair, maintenance or improvement;
- 5.1.6 punctually pay all rents, rates, taxes, duties, fees, transportation costs, godown charges, impositions and outgoings whatsoever which may be payable in respect of the Charged Assets and observe and perform all the covenants, terms and conditions contained in any title deeds, leases or other documents of title under which any property hereby charged is for the time being held provided that if the Chargor defaults in making any such payments or in the performance or observance of any of the above undertakings or in effecting insurance or in paying insurance premiums or in repairing, the Lender or the Receiver may make such payments or perform and observe such undertakings, effect such insurance or repairs or pay such insurance premiums and the Chargor shall forthwith repay to the Lender or the Receiver (as the case may be) on demand all monies expended by the Lender or the Receiver in so doing together with interest thereon at such rates as are set out in the Loan Agreement from the time of the same having been paid or incurred and, until such repayment, such monies together with such interest shall be secured by this Deed;
- 5.1.7 permit the Lender, the Receiver or any other person appointed by either of them at all reasonable times to have access to and view the state, order and condition of the Charged Assets and take inventories thereof;
- 5.1.8 deposit with the Lender all documents of title relating to the Charged Assets when called upon by the Lender;
- 5.1.9 forthwith notify the Lender of any proposal or contract made by the Chargor for the acquisition by the Chargor of any land or immovable property or any interest therein and, in the case of any such land or immovable property situated in Hong Kong, forthwith notify the Lender of the Land Registry Memorial number thereof and, contemporaneously with the making of the application to the Land Registry for the registration of the Chargor or its nominee as the registered proprietor thereof, register this Deed and a Memorial thereof at the Land Registry and, in the case of any such land or immovable property situated outside Hong Kong, forthwith give notice thereof to the Lender and such other information as the Lender may require and do all such acts as may, in the opinion of the Lender, be necessary or desirable for protecting or perfecting the security hereby created over or in respect of such land or immovable property;
- 5.1.10 promptly inform the Lender of

- 5.1.10.1 the occurrence of any Event of Default or Potential Event of Default;
 - 5.1.10.2 any litigation, arbitration or administrative proceeding as referred to in Clause 4.1.2;
 - 5.1.11 punctually pay and discharge all debts and obligations which by law have priority over the security hereby constituted;
 - 5.1.12 punctually pay all sums due from it to the Lender and otherwise comply with its obligations under this Deed.
- 5.2 Negative Undertakings. The Chargor undertakes and agrees with the Lender throughout the continuance of this Deed and so long as the Secured Indebtedness or any part thereof remains owing that the Chargor will not, unless the Lender otherwise agrees in writing:
- 5.2.1 sell, transfer, part with possession of or otherwise assign, deal with or dispose of or grant any option or right of first refusal over the Charged Assets or any interest therein or attempt or agree to do any of the same except by way of sale at full value in the usual course of trading as now conducted and for the purpose of carrying on its business;
 - 5.2.2 create or attempt or agree to create or permit to arise or exist any Encumbrance over the Charged Assets or any interest therein (except under or pursuant to any Finance Document) and no Encumbrance purported to be created in breach of this restriction shall take priority over or rank pari passu with this Deed and, to the intent of affording the Lender further and better security, the Chargor agrees and declares that the rule in Clayton's Case or any other rule of law or equity shall not apply so as to affect or diminish in any way the Lender's rights under this Deed provided always that upon any such breach by the Chargor the Lender may open new or separate accounts in the name of the Chargor in the Lender's books and if the Lender has not in fact opened such new or separate accounts the Lender shall nevertheless be deemed to have done so at the time of such breach and as from that time all payments made by the Chargor to the Lender shall (notwithstanding any legal or equitable rule or presumption to the contrary) be placed or deemed to have been placed to the credit of such new or separate accounts and shall not go in reduction of the amounts due by the Chargor to the Lender at the time of such breach notwithstanding that such payments had been paid into the existing accounts of the Chargor or were shown to be credited to the Chargor's existing accounts on the Lender's statements and the Lender shall immediately after the time of such breach have an absolute right of appropriation of such payments;
 - 5.2.3 do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Lender's security hereunder.

6. EVENTS OF DEFAULT

6.1 Each of the following events and circumstances shall be an Event of Default:

- 6.1.1 any event or circumstance which would constitute an Event of Default as that term is defined in the Loan Agreement;
- 6.1.2 the Chargor purports or attempts to create any Encumbrance over all or any part of the Charged Assets or any third party asserts a claim in respect thereof; and
- 6.1.3 the security hereby created or any part thereof fails or ceases for any reason to be in full force and effect or is terminated or jeopardised or becomes invalid or unenforceable or if there is any dispute regarding the same or if there is any purported termination of the same or it becomes impossible or unlawful for the Chargor to perform any of its obligations hereunder or for the Lender to exercise all or any of its rights, powers and remedies hereunder.

7. ENFORCEMENT

7.1 Enforceability. Upon the occurrence of an Event of Default, the security hereby created shall become enforceable in accordance with the provisions hereof.

7.2 Powers of Lender. At any time after the security hereby created has become enforceable, the Lender may exercise, without further notice and whether or not it shall have appointed a Receiver, all the powers and discretions hereby conferred either expressly or by implication on a Receiver (and in relation to express powers and discretions as if any reference to the Receiver were a reference to the Lender) and all other powers conferred upon mortgagees by law or otherwise.

7.3 Appointment of Receiver. At any time after the security hereby created has become enforceable, or if requested by the Chargor, the Lender may in writing either under seal or under the hand of a duly authorised officer of the Lender, appoint any person or persons to be a Receiver of the Charged Assets and may from time to time fix his or their remuneration and may remove any Receiver so appointed and appoint another in his place. Where more than one Receiver is so appointed, any reference in this Deed to a Receiver shall apply to both or all of the Receivers so appointed and the appointment shall be deemed to be a joint and several appointment so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them.

7.4 Powers of Receiver. The Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and the Receiver shall, in addition to all powers conferred upon mortgagees or receivers by law or otherwise, have power (exercisable without further notice):

- 7.4.1 to take possession of, collect and get in and give receipts for the Charged Assets;
- 7.4.2 to sell by public auction or private contract or otherwise dispose of or deal with the Charged Assets in such manner, for such consideration and generally on such terms and subject to such conditions as the Receiver may think fit with full power

to convey or otherwise transfer the Charged Assets in the name of the **Chargor** or other legal or registered owner. Any consideration may be in the form of cash, debentures, shares, stock or other valuable consideration and may be payable immediately or by instalments spread over such period as the Receiver shall think fit and so that any consideration received in a form other than cash shall forthwith on receipt be and become charged with the payment of the Secured Indebtedness. Plant, equipment and machinery and other fixtures may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting such premises sold without the consent of the **Chargor**;

- 7.4.3 to insure and keep insured the Charged Assets of an insurable nature against loss or damage by such risks and contingencies as the Receiver may think fit, in such manner in all respects as the Receiver may think fit, and to maintain, renew or increase any insurances in respect of the Charged Assets;
- 7.4.4 to institute, prosecute and defend any proceedings in the name of the **Chargor** or otherwise as may seem expedient;
- 7.4.5 to make and effect all repairs, renewals, alterations, improvements and developments to or in respect of the Charged Assets;
- 7.4.6 to carry on or authorise or concur in the carrying on of the business of the **Chargor** or any part thereof and to manage and conduct the same without being responsible for loss or damage;
- 7.4.7 to promote the formation of companies with a view to the same purchasing all or any of the undertaking, property, assets and rights of the **Chargor** or otherwise;
- 7.4.8 to make calls, conditionally or unconditionally, on the members of the **Chargor** in respect of uncalled capital;
- 7.4.9 to make any arrangement, settlement or compromise or enter into any contracts which the Receiver shall think expedient in the interests of the Lender;
- 7.4.10 for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose in connection herewith, to raise and borrow money either unsecured or on the security of the Charged Assets either in priority to this Deed or otherwise and generally on such terms and conditions as he may think fit provided that:
 - 7.4.10.1 no Receiver shall exercise such power without first obtaining the written consent of the Lender and the Lender shall incur no liability to the **Chargor** or any other person by reason of its giving or refusing such consent whether absolutely or subject to any limitation or condition; and

- 7.4.10.2 no person lending such money shall be concerned to enquire as to the existence of such consent or the term thereof or as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- 7.4.11 to appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers, architects, engineers, workmen or other professional or non-professional advisers, agents or employees for any of the aforesaid purposes at such salaries or for such remuneration and for such periods as the Receiver may determine and to dismiss any of the same or any of the existing staff of the Chargor and to delegate to any person any of the powers hereby conferred on the Receiver;
- 7.4.12 in the exercise of any of the above powers to expend such sums as the Receiver may think fit and the Chargor shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at such rates as are set out in the Loan Agreement from the time of the same having been paid or incurred and until such repayment such sums together with such interest shall be secured by this Deed;
- 7.4.13 to have access to and make use of the premises and the accounting and other records of the Chargor and the services of its staff for all or any of the purposes aforesaid;
- 7.4.14 to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Lender's security created by this Deed and which the Receiver may lawfully do and to use the name of the Chargor for all the purposes aforesaid.
- 7.5 No Restrictions on Power of Sale. No restrictions imposed by any ordinance or other statutory provision in relation to the exercise of any power of sale shall apply to this Deed.
- 7.6 Receiver to Conform to Lender's Directions. The Receiver shall in the exercise of the Receiver's powers, authorities and discretions conform to the directions and regulations from time to time given or made by the Lender.
- 7.7 No Liability to Account as Mortgagee in Possession. Nothing that shall be done by or on behalf of the Lender shall render it liable to account as a mortgagee in possession for any sums other than actual receipts.
- 7.8 No Liability for Losses. The Lender and the Receiver shall not be answerable for any losses, involuntary or otherwise, which may arise in the exercise by the Lender or the Receiver of their respective powers hereunder.
- 7.9 Purchaser Not Bound to Enquire. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender or the Receiver to exercise any of the powers hereby conferred has arisen or not or be concerned with the propriety or regularity of the exercise thereof or be concerned with notice to the contrary or be concerned or responsible for the application of any monies received by the Lender or the

Receiver and the receipt of the Lender or the Receiver for any monies paid to it shall be a good and sufficient discharge to the person paying the same.

8. APPLICATION OF RECEIPTS

8.1 All monies received by the Lender or the Receiver hereunder shall be applied to or towards satisfaction of the Secured Indebtedness in such order of priority as the Lender in its absolute discretion may determine (subject to the prior discharge of all liabilities having priority thereto by law) and subject to any such determination in the following order of priority:

8.1.1 in payment or satisfaction of all costs, charges, expenses and liabilities incurred and payments made by or on behalf of the Lender or the Receiver in connection with the exercise of any powers hereunder and in preserving or attempting to preserve this security or the Charged Assets and of all outgoings paid by the Lender or the Receiver;

8.1.2 in payment to the Receiver of all remuneration as may be agreed between him and the Lender to be paid to him at the time of, or at any time after, his appointment;

8.1.3 in payment or satisfaction of the remaining Secured Indebtedness (interest being satisfied first) or such part thereof as the Lender may determine until the whole of the Secured Indebtedness shall have been certified by the Lender as having been discharged and so that if the Chargor is contingently liable or will or might be so liable in respect of any monies, obligations or liabilities hereby secured all monies not dealt with under the preceding provisions of this Clause shall be placed on deposit in such separate account as the Lender in its absolute discretion may think fit for the purpose of securing the contingent liabilities of the Chargor and shall become subject to this security, to be applied against such contingent liabilities as they fall due,

and the remaining balance (if any) shall be paid to the Chargor or other person entitled thereto.

9. TAXES AND OTHER DEDUCTIONS

9.1 All sums payable by the Chargor under this Deed shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If the Chargor is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Chargor shall, together with such payment, pay such additional amount as will ensure that the Lender receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. The Chargor shall promptly forward to the Lender copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

10. COSTS, CHARGES AND EXPENSES

10.1 The Chargor shall from time to time forthwith on demand pay to or reimburse the Lender or (as the case may be) the Receiver for:

10.1.1 all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Lender or the Receiver in connection with the preparation, execution and registration of this Deed, any other documents required in connection herewith and any amendments to or extensions of, or the giving of any consents or waivers in connection with, this Deed;

10.1.2 all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by the Lender or the Receiver in investigating any event which it reasonably believes is an event of Default or Potential Event of Default or in exercising any of its or their rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or otherwise preserving or enforcing its or their rights hereunder or in connection with the preservation or attempted preservation of the Charged Assets or in defending any claims brought against it or them in respect of this Deed or the Chargor's interest in the Charged Assets or in releasing or novellizing this Deed upon payment of all monies hereby secured; and

10.1.3 All remuneration payable to the Receiver;

and, until payment of the same in full, all such costs, charges, expenses and remuneration shall be secured by this Deed.

11. INDEMNITY

11.1 General Indemnity. The Chargor shall indemnify the Lender and the Receiver against all losses, liabilities, damages, costs and expenses incurred by it or them in the execution or performance of the terms and conditions hereof and against all actions, proceedings, claims, demands, costs, charges and expenses which may be incurred, sustained or arise in respect of the non-performance or non-observance of any of the undertakings and agreements on the part of the Chargor herein contained or in respect of any matter or thing done or omitted relating in any way whatsoever to the Charged Assets.

11.2 Payment and Security. The Lender may retain and pay out of any money in the Lender's hands all sums necessary to effect the indemnity contained in this Clause and all sums payable by the Chargor under this Clause shall form part of the monies hereby secured.

12. FURTHER ASSURANCE

12.1 Further Assurance. The Chargor shall at any time and from time to time (whether before or after the security hereby created shall have become enforceable) execute such further

legal or other mortgages, charges or assignments in favour of the Lender and do all such transfers, assignments, acts and things as the Lender may require over or in respect of all or any of the undertaking, property, assets and rights both present and future of the Chargor to secure all monies, obligations and liabilities hereby covenanted to be paid or hereby secured or for the purposes of perfecting and completing any assignment of the Lender's rights, benefits or obligations hereunder and the Chargor shall also give all notices, orders and directions which the Lender may require.

- 12.2 Enforcement of Lender's Rights The Chargor will do or permit to be done everything which the Lender may from time to time require to be done for the purpose of enforcing the Lender's rights hereunder and will allow the name of the Chargor to be used as and when required by the Lender for that purpose.

13. POWER OF ATTORNEY

- 13.1 The Chargor irrevocably appoints the Lender, the Receiver and any persons deriving title under either of them by way of security jointly and severally to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Lender or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Chargor hereunder or for exercising any of the powers hereby conferred or in connection with any sale or disposition of the Charged Assets or the exercise of any rights in respect thereof or for giving to the Lender the full benefit of this security and so that the appointment hereby made shall operate to confer on the Lender and the Receiver authority to do on behalf of the Chargor anything which it can lawfully do by an attorney. The Chargor ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

14. EVIDENCE OF DEBT

- 14.1 Any statement of account purporting to show an amount due from the Chargor under this Deed and signed as correct by a duly authorised officer of the Lender shall, in the absence of manifest error, be conclusive evidence of the amount so due.

15. SUSPENSE ACCOUNT

- 15.1 The Lender may place and keep any monies received by virtue of this Deed (whether before or after the insolvency or liquidation of the Chargor) to the credit of a suspense account for so long as the Lender may think fit in order to preserve the rights of the Lender to sue or prove for the whole amount of its claims against the Chargor or any other person.

16. WAIVER AND SEVERABILITY

- 16.1 No failure or delay by the Lender in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law. If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Deed, shall not be affected or impaired thereby.

17. MISCELLANEOUS

- 17.1 **Continuing Obligations.** The liabilities and obligations of the Chargor under this Deed shall remain in force notwithstanding any act, omission, event or circumstance whatsoever, until full, proper and valid payment of the secured indebtedness.

- 17.2 **Protective Clauses.** Neither the liability of the Chargor nor the validity or enforceability of this Deed shall be prejudiced, affected or discharged by:

17.2.1 any other Encumbrance, guarantee or other security or right or remedy being or becoming held by or available to the Lender or by any of the same being or becoming wholly or partly void, voidable, unenforceable or impaired or by the Lender at any time releasing, refraining from enforcing, varying or in any other way dealing with any of the same or any power, right or remedy the Lender may now or hereafter have from or against the Chargor or any other person or the granting of any time or indulgence to the Chargor or any other person;

17.2.2 any invalidity or irregularity in the execution of this Deed or the Loan Agreement or any deficiency in the powers of the Chargor to enter into or perform any of its obligations hereunder; or

17.2.3 any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Deed or the liability of the Chargor hereunder.

17.2.4 **Unrestricted Right of Enforcement.** This Deed may be enforced without the Lender first having recourse to any other security or rights or taking any other steps or proceedings against the Chargor or any other person or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities hereby secured.

- 17.3 **Application of Receipts.** All monies received by the Lender from the Chargor or any other person may be applied by the Lender to such account or liability hereby undertaken to be paid or otherwise hereby secured as the Lender in its absolute discretion may from time to time conclusively determine whether or not the same shall have become due and whether or not the security created by this Deed shall have become enforceable and any surplus for the time being may be retained by the Lender and held in a suspense account pending application as aforesaid.

17.4 Discharges and Releases. Notwithstanding any discharge, release or settlement from time to time between the Lender and the Chargor, if any security, disposition or payment granted or made to the Lender in respect of the Secured Indebtedness by the Chargor or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement for the time being in force or for any other reason, the Lender shall be entitled hereafter to enforce this Deed as if no such discharge, release or settlement had occurred.

17.5 Amendment. Any amendment or waiver of any provision of this Deed and any waiver of any default under this Deed shall only be effective if made in writing and signed by the Lender.

17.6 Counterparts. This Deed may be executed in any number of counterparts and by the different parties to this Deed on separate counterparts, each of which when executed and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

18. ASSIGNMENT

18.1 The Chargor. The Chargor shall not assign any of its rights hereunder.

18.2 The Lender. The Lender may assign or grant participations in all or any part of its rights under this Deed.

19. NOTICES

18.1 Delivery. Each notice, demand or other communication to be given or made under this Deed shall be in writing and delivered or sent to the relevant party at its address or telex number or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party):

To the Chargor: Green Motion Vehicle Rental Limited
Mid-Day Court, 20-24 Brighton Road, Sutton, Surrey, SM2 5BN
Attn. : Mr. Richard Lowden
Email : richardlowden@greenmotion.com

To the Lender: Anthony James Patrick Hooper
33 Pound Hill, Great Brickhill, Milton Keynes, MK17 9AS, U.K.
Email : PatrickHooper@rfeinternational.com

18.2 Deemed Delivery. Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address, and (b) if given or made by fax, when despatched with electronic confirmation of complete and error-free transmission, Provided that, if such day is not a working day in the place to which it is sent, such notice, demand or other

communication shall be deemed delivered on the next following working day at such place.

20. GOVERNING LAW AND JURISDICTION

20.1 Law. This Deed and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of England and Wales.

20.2 Jurisdiction. The Chargor agrees that any legal action or proceeding arising out of or relating to this Deed may be brought in the courts of England and Wales and irrevocably submits to the non-exclusive jurisdiction of such courts.

20.3 No Limitation on Right of Action. Nothing herein shall limit the right of the Lender to commence any legal action against the Chargor and/or its property in any other jurisdiction or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

20.4 Waiver of Jurisdiction. The Chargor irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of England as the venue of any legal action arising out of or relating to this Deed. The Chargor also agrees that a final judgment against it in any such legal action shall be final and conclusive and may be enforced in any other jurisdiction, and that a certified or otherwise duly authenticated copy of the judgment shall be conclusive evidence of the fact and amount of its indebtedness.

20.5 Waiver of Immunity. The Chargor irrevocably waives any immunity to which it or its property may at any time be or become entitled, whether characterised as sovereign immunity or otherwise, from any suit or legal action in England or elsewhere, including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first above written.

THE CHARGOR

On behalf of

Green Motion Vehicle Rental Ltd

and SIGNED as a deed by R Lowden

In the presence of:-

NADINE SAZUK

THE LENDER

SIGNED and DELIVERED

by ANTHONY JAMES PATRICK

HOOPER in the presence of:-

Doc. Specs.