



Registration of a Charge

Company Name: **THE ASSET EXCHANGE LTD**

Company Number: **08679485**



XBUHNAVL

Received for filing in Electronic Format on the: **04/01/2023**

Details of Charge

Date of creation: **23/12/2022**

Charge code: **0867 9485 0087**

Persons entitled: **IL2 (2018) S.Á.R.L.**

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: **DAC BEACHCROFT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8679485

Charge code: 0867 9485 0087

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2022 and created by THE ASSET EXCHANGE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2023 .

Given at Companies House, Cardiff on 5th January 2023

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**

23 December **2022**

SUPPLEMENTAL DEBENTURE

amongst

**CLC CAR SALES (NORTH WEST) LIMITED
ASSET EXCHANGE HOLDINGS LIMITED
CLC CAR SALES (SOUTH EAST) LIMITED
CLC FRANCHISE LIMITED
THE ASSET EXCHANGE (FUNDING) LTD
THE ASSET EXCHANGE LTD**

and

IL2 (2018) S.Á. R.L.

THIS DEED is dated 23 December 2022

PARTIES

- (1) **CLC CAR SALES (NORTH WEST) LIMITED** incorporated and registered in England & Wales with company number 11383376 whose registered office is at 77 Wollaston Way, Burnt Mills Industrial Estate, Basildon, England, SS13 1DJ;
- (2) **ASSET EXCHANGE HOLDINGS LIMITED** incorporated and registered in England & Wales with company number 10517675 whose registered office is at 77 Wollaston Way, Burnt Mills Industrial Estate, Basildon, England, SS13 1DJ;
- (3) **CLC CAR SALES (SOUTH EAST) LIMITED** incorporated and registered in England & Wales with company number 08820594 whose registered office is at 77 Wollaston Way, Burnt Mills Industrial Estate, Basildon, England, SS13 1DJ;
- (4) **CLC FRANCHISE LIMITED** incorporated and registered in England & Wales with company number 08820473 whose registered office is at 77 Wollaston Way, Burnt Mills Industrial Estate, Basildon, England, SS13 1DJ;
- (5) **THE ASSET EXCHANGE (FUNDING) LIMITED** incorporated and registered in England & Wales with company number 09726517 whose registered office is at 77 Wollaston Way, Burnt Mills Industrial Estate, Basildon, England, SS13 1DJ;
- (6) **THE ASSET EXCHANGE LTD** incorporated and registered in England & Wales with company number 08679485 whose registered office is at 77 Wollaston Way, Burnt Mills Industrial Estate, Basildon, England, SS13 1DJ (each of parties (1) to (6) being a "**Borrower**" and together the "**Borrowers**"); and
- (7) **IL2 (2018) S.Á. R.L.**, a private limited company ("*société a responsabilité limitée*") under the Laws of Luxembourg, having its registered office at 6, rue Adolphe, L-1116 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg register of commerce and companies (Registre de Commerce et des Sociétés, Luxembourg) under number B226060 (the "**Lender**").

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in this Deed.

Administrator: an administrator appointed to manage the affairs, business and property of each Borrower pursuant to Clause 7.9.

Book Debts: all present and future book and other debts, and monetary claims due or owing to each Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by each Borrower in relation to any of them.

Business Day: means a day, except a Saturday or Sunday, on which banks are generally open for business in Luxembourg and the City of London.

Delegate: any person appointed by the Lender or any Receiver pursuant to Clause 12 and any person appointed as attorney of the Lender, Receiver or Delegate.

Designated Account: any account of each Borrower nominated by the Lender as a designated account for the purposes of this Deed.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by each Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default: means a failure by each Borrower to comply with any of its obligations under the Loan Agreement or under this Debenture.

Excluded Assets: means:

- (a) those assets identified in writing by the Borrowers to the Lender on or prior to the date of this Deed as providing Security as contemplated by paragraph (e) of the definition of Permitted Security Interest in the Loan Agreement;
- (b) any further hire purchase assets and vehicles acquired after the date of this Deed and identified to the Lender by the Borrowers as providing Security in favour of the providers of Permitted Existing Debt (as defined in the Loan Agreement) pursuant to the terms on which such Permitted Existing Debt is advanced to the Borrowers;
- (c) those assets identified in paragraph 5.8(ii) of Schedule 2 of the debenture entered into between the Borrowers and the Lender dated 23 January 2019 and any similar equipment of the type or class mentioned in paragraph 5.8(ii) of Schedule 2 of such debenture; and
- (d) the Trade Finance Assets.

including any bank accounts of the Borrowers into which proceeds of the relevant Permitted Existing Debt are paid for the purposes of purchasing stock in trade of the Borrowers.

Financial Collateral: shall have the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

Insurance Policy: each contract and policy of insurance effected or maintained by each Borrower from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment, but excluding insurance relating solely to Excluded Assets).

Intellectual Property: each Borrower's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by each Borrower, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Loan Agreement: the loan agreement between the Lender and each Borrower dated 23 January 2019, as amended, restated, supplemented or replaced from time to time (including as amended by letters of amendment dated 1 October 2019 and 9 November 2020 and deeds of amendment dated 19 February 2020 and 4 November 2021 and on or around the date of this Debenture).

LPA 1925: Law of Property Act 1925.

Permitted Security Interest: has the meaning given to it in the Loan Agreement;

Properties: all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by each Borrower, or in which each Borrower holds an interest (including, but not limited to, the properties specified in Schedule 1), and **Property** means any of them.

Receiver: a receiver, receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Lender under Clause 10.

Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed.

Secured Liabilities: all present and future monies, obligations and liabilities owed by each Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreement or this Deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities.

Security Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Trade Finance Assets: has the meaning given to that term in the Loan Agreement.

1.2 In this Deed:

- (a) Clause and Schedule headings shall not affect the interpretation of this Deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not e-mail;
- (i) an obligation on a party not to do something includes an obligation not to allow that thing to be done;

- (j) a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
 - (k) unless the context otherwise requires, a reference to a Clause or Schedule is to a clause of, or Schedule to, this Deed;
 - (l) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - (m) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly);
 - (n) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - (o) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
 - (p) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
 - (q) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.3 If the Lender (acting reasonably) considers that an amount paid by a Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of each Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.4 A reference in this Deed to a charge or mortgage of or over any Property includes:
- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Property at any time;
 - (b) the proceeds of the sale of any part of that Property and any other monies paid or payable in respect of or in connection with that Property;
 - (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of each Borrower in respect of that Property, and any monies paid or payable in respect of those covenants; and
 - (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Property.
- 1.5 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement and of any side letters between any parties in relation to the Loan Agreement are incorporated into this Deed.
- 1.6 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.7 The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2. COVENANT TO PAY

Each Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due in accordance with the terms of the Loan Agreement.

3. GRANT OF SECURITY

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, each Borrower with full title guarantee charges to the Lender, by way of first legal mortgage, each Property specified in Schedule 1.

3.2 Subject to Clause 3.5, as a continuing security for the payment and discharge of the Secured Liabilities, each Borrower with full title guarantee charges to the Lender by way of first fixed charge:

- (a) all Properties acquired by each Borrower in the future;
- (b) all present and future interests of each Borrower not effectively mortgaged or charged under the preceding provisions of this Clause 3 in, or over, freehold or leasehold property;
- (c) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
- (d) all licences, consents and authorisations (statutory or otherwise) held or required in connection with each Borrower's business or the use of any Secured Asset, and all rights in connection with them;
- (e) all its present and future goodwill;
- (f) all its uncalled capital;
- (g) all the Equipment;
- (h) all the Intellectual Property;
- (i) all the Book Debts;
- (j) all the Investments; and
- (k) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 3.3.
- (l) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account).

3.3 Subject to Clause 3.5, as a continuing security for the payment and discharge of the Secured Liabilities, each Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy.

3.4 Subject to Clause 3.5, as a continuing security for the payment and discharge of the Secured Liabilities, each Borrower with full title guarantee charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of each Borrower at any time not effectively mortgaged, charged or assigned pursuant to Clause 3.1 to Clause 3.3 inclusive.

3.5 Nothing in this Clause 3 shall create any Security over any of the Excluded Assets.

3.6 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.4.

- 3.7 The floating charge created by Clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if:
- (a) each Borrower:
 - (i) creates, or attempts to create, without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), a Security or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this Deed or the Loan Agreement); or
 - (ii) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than in the ordinary course of business or Secured Assets that are only subject to the floating charge while it remains uncrystallised);
 - (b) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
 - (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of each Borrower.
- 3.8 The Lender may, by written notice to each Borrower, convert the floating charge created under this Deed into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice if:
- (a) an Event of Default occurs and is continuing; or
 - (b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 3.9 Any asset acquired by each Borrower after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to each Borrower in writing) be charged to the Lender by way of first fixed charge.
- 3.10 The Excluded Assets are excluded from the provisions of this Clause 3.

4. LIABILITY OF THE BORROWERS

- 4.1 Each Borrower's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
 - (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
 - (c) any other act or omission that, but for this Clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of each Borrower.
- 4.2 Each Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against each Borrower.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 Each Borrower makes the representations and warranties set out in this Clause 5 to the Lender.
- 5.2 Each Borrower is the legal and beneficial owner of the Secured Assets.
- 5.3 The Secured Assets are free from any Security other than Permitted Security Interests.
- 5.4 The representations and warranties set out in Clause 5.2 to Clause 5.3 are made by each Borrower on the date of this Deed and are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6. COVENANTS

- 6.1 Each Borrower shall not at any time, except with the prior written consent of the Lender:
 - (a) create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than Permitted Security Interests;
 - (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge or otherwise permitted by the Loan Agreement); or
 - (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party other than in the ordinary course of business or as permitted by the Loan Agreement.
- 6.2 Each Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed; provided that no such depreciation or diminution of value occurring due to market conditions shall be deemed to be a breach of this Clause 6.2.

7. POWERS OF THE LENDER

- 7.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by each Borrower of any of its obligations contained in this Deed and each Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose. Any monies expended by the Lender in remedying a breach by each Borrower of its obligations contained in this Deed shall be reimbursed by each Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with Clause 14.1.
- 7.2 The rights of the Lender under Clause 7.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.
- 7.3 At any time after the security constituted by this Deed has become enforceable, the Lender or any Receiver may, as agent for each Borrower, dispose of any chattels or produce found on any Property. Without prejudice to any obligation to account for the proceeds of any disposal made under this Clause 7.3, each Borrower shall indemnify the Lender and any Receiver against any liability arising from any disposal made under this Clause 7.3.
- 7.4 To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lender in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

- 7.5 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this Clause 7.5) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.
- 7.6 If the Lender receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Lender may open a new account for each Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of each Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities. If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, then unless the Lender gives express written notice to the contrary to each Borrower, all payments made by each Borrower to the Lender shall be treated as having been credited to a new account of each Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.
- 7.7 If the Lender has more than one account for each Borrower in its books, the Lender may at any time after the security constituted by this Deed has become enforceable transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Lender shall notify each Borrower of that transfer.
- 7.8 The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with each Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of each Borrower for the Secured Liabilities.
- 7.9 The Lender may, without notice to each Borrower, appoint any one or more persons to be an Administrator of each Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Deed becomes enforceable. Any appointment under this Clause 7.9 shall
- (a) be in writing signed by a duly authorised signatory of the Lender; and
 - (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

The Lender may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this Clause 7.9 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

- 7.10 The Lender covenants with each Borrower that it shall perform its obligations to make advances under the Loan Agreement (including any obligation to make available further advances).
- 8. WHEN SECURITY BECOMES ENFORCEABLE**
- 8.1 The security constituted by this Deed shall be immediately enforceable if an Event of Default occurs and is continuing unremedied following the expiry of any grace period under the Loan Agreement.
- 8.2 After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

9. ENFORCEMENT OF SECURITY

9.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under Clause 8.1. Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

9.2 The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of each Borrower, to:

- (a) grant a lease or agreement to lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of each Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 At any time after the Lender has demanded payment of the Secured Liabilities or if each Borrower defaults in the performance of its obligations under this Deed or the Loan Agreement, each Borrower will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to each Borrower for, or by any reason of, that entry. At all times, each Borrower must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of this Clause 9.3 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

9.4 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Lender may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on each Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from each Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Loan Agreement and be secured as part of the Secured Liabilities.

9.5 No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

- (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
 - (c) how any money paid to the Lender, any Receiver or any Delegate is to be applied.
- 9.6 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.
- 9.7 Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.
- 9.8 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.
- 9.9 To the extent that the Secured Assets constitute Financial Collateral and this Deed and the obligations of each Borrower under it constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine. The value of any Secured Assets appropriated in accordance with this Clause shall be:
- (a) In the case of cash, the amount standing to the credit of each of each Borrower's accounts with any bank, financial institution or other person, together with all interest accrued but unposted at the time the right of appropriation is exercised; and
 - (b) the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index, or determined by independent valuation, and each Borrower agree that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

10. RECEIVER

- 10.1 At any time after the security constituted by this Deed has become enforceable, or at the request of each Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.
- 10.2 The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 10.3 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately on its being paid by the Lender.
- 10.4 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

- 10.5 The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Secured Assets.
- 10.6 Any Receiver appointed by the Lender under this Deed shall be the agent of each Borrower and each Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until each Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

11. POWERS OF RECEIVER

- 11.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in this Clause 11. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver. Any exercise by a Receiver of any of the powers given by this Clause 11 may be on behalf of each Borrower or the directors of each Borrower.
- 11.2 A Receiver may undertake or complete any works of repair, building or development on the Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.
- 11.3 A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Property and may grant any other interest or right over any Property on any terms, and subject to any conditions, that he thinks fit.
- 11.4 A Receiver may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he thinks fit. A Receiver may discharge any such person or any such person appointed by each Borrower.
- 11.5 A Receiver may make, exercise or revoke any value added tax option to tax as he thinks fit.
- 11.6 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.
- 11.7 A Receiver may collect and get in the Secured Assets or any part of them in respect of which he is appointed, and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Secured Assets with like rights.
- 11.8 A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of each Borrower.
- 11.9 A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which he is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.
- 11.10 A Receiver may sever and sell separately any fixtures or fittings from any Property without the consent of each Borrower.
- 11.11 A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in any manner, and generally on any terms and conditions, that he thinks fit.

- 11.12 A Receiver may give valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.
- 11.13 A Receiver may make any arrangement, settlement or compromise between each Borrower and any other person that he may think expedient.
- 11.14 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as he thinks fit.
- 11.15 A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.
- 11.16 A Receiver may make calls conditionally or unconditionally on the members of each Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the each Borrower on its directors in respect of calls authorised to be made by them.
- 11.17 A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 14, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the each Borrower under this Deed.
- 11.18 A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925, and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 11.19 A Receiver may, for any of the purposes authorised by this Clause 11, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this Deed).
- 11.20 A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the each Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.
- 11.21 A Receiver may delegate his powers in accordance with this Deed.
- 11.22 A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Secured Assets or any part of the Secured Assets.
- 11.23 A Receiver may do any other acts and things:
- (a) that he may consider desirable or necessary for realising any of the Secured Assets;
 - (b) that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or
 - (c) that he lawfully may or can do as agent for each Borrower.

12. DELEGATION

- 12.1 The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under Clause 16).
- 12.2 The Lender and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

- 12.3 Neither the Lender nor any Receiver shall be in any way liable or responsible to each Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. APPLICATION OF PROCEEDS

- 13.1 All monies received by the Lender, a Receiver or a Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed, and of all remuneration due to any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- (c) in payment of the surplus (if any) to each Borrower or other person entitled to it.

- 13.2 Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

- 13.3 All monies received by the Lender, a Receiver or a Delegate under this Deed:

- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest, if any, at the rate agreed in writing between the Lender and each Borrower; and
- (c) may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

14. COSTS AND INDEMNITY

- 14.1 The Borrowers shall pay on demand and on a full indemnity basis to the Lender and any Receiver or Delegate, and their respective employees and agents, all costs, charges, damages, claims, liabilities, and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other professional costs and expenses), expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) suffered or incurred by the Lender, any Receiver or any Delegate in connection with:

- (a) this Deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities;
- (d) any default or delay by the Borrowers in performing any of its obligations under this Deed; or
- (e) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation,

winding up or administration of each Borrower) at the rate and in the manner specified in the Loan Agreement.

- 14.2 Any past or present employee or agent may enforce the terms of this Clause subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

15. FURTHER ASSURANCE

- 15.1 Each Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this Deed;
- (b) facilitating the realisation of any Secured Asset; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Secured Asset,

including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16. POWER OF ATTORNEY

- 16.1 By way of security, each Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of each Borrower and, following the occurrence of an Event of Default that is continuing, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) each Borrower is required to execute and do under this Deed; or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.

- 16.2 Each Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 16.1.

17. RELEASE

Subject to Clause 24.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of each Borrower, take whatever action is necessary to:

- (a) release the Secured Assets from the security constituted by this Deed; and
- (b) reassign the Secured Assets to each Borrower.

18. ASSIGNMENT AND TRANSFER

- 18.1 The Lender may assign or transfer any or all of its rights and obligations under this Deed only in accordance with the terms of the Loan Agreement.

- 18.2 Each Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

19. SET-OFF

- 19.1 The Lender may at any time set off any liability of each Borrower to the Lender against any liability of the Lender to each Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender

of its rights under this Clause shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

- 19.2 The Lender is not obliged to exercise its rights under Clause 19.1. If, however, it does exercise those rights it must promptly notify each Borrower of the set-off that has been made.

20. AMENDMENTS, WAIVERS AND CONSENTS

- 20.1 No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 20.2 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision. A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.
- 20.3 The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

21. SEVERANCE

- 21.1 If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this Clause shall not affect the legality, validity and enforceability of the rest of this Deed.

22. COUNTERPARTS

- 22.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

23. THIRD PARTY RIGHTS

- 23.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24. FURTHER PROVISIONS

- 24.1 This Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.
- 24.2 This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

24.3 Any release, discharge or settlement between each Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Lender or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and
- (b) the Lender may recover the value or amount of such security or payment from each Borrower subsequently as if the release, discharge or settlement had not occurred.

24.4 A certificate or determination by the Lender as to any amount for the time being due to it from each Borrower under this Deed and the Loan Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

24.5 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

25. NOTICES

25.1 Any notice or other communication required to be given to a party under or in connection with this Deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
 - (i) The Borrowers at Unit 15, 238 London Road, Wickford, Essex, United Kingdom SS12 0JX or to the following Facsimile number 0330 380 0331, marked for the attention of The Chief Executive Officer;
 - (ii) to the Lender, at the address specified at the head of this Agreement marked for the attention of the Directors, with a copy to BOOST&Co, 5 Old Bailey, London EC4M 7BA,

or to any other address or fax number as is notified in writing by one party to the other from time to time.

25.2 Any notice or other communication that the Lender gives to each Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

25.3 A notice or other communication given as described in Clause 25.2(a) or Clause 25.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

25.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

- 25.5 This Clause 25 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26. GOVERNING LAW AND JURISDICTION

- 26.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 26.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this Clause shall limit the right of the Lender to take proceedings against each Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 26.3 Each Borrower irrevocably consents to any process in any legal action or proceedings under Clause 26.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

PROPERTY

Part 1 – Registered Property

NONE

Part 2 – Unregistered Property

NONE

Executed as a deed by **CLC CAR SALES**

(NORTH WEST) LIMITED

acting by Philip Knowles a director

and Alan Tomlin a director

OR its secretary


Director


Director / Secretary

Executed as a deed by **ASSET**

EXCHANGE HOLDINGS LIMITED

acting by Philip Knowles a director

and Alan Tomlin a director

OR its secretary


Director


Director / Secretary

Executed as a deed by **THE ASSET**

EXCHANGE LIMITED

acting by Philip Knowles a director

and Alan Tomlin a director

OR its secretary


Director


Director / Secretary

Executed as a deed by **CLC CAR SALES**

(SOUTH EAST) LIMITED

acting by Philip Knowles a director

and Alan Tomlin a director

OR its secretary


Director


Director / Secretary

Executed as a deed by **CLC FRANCHISE**

LIMITED

acting by Philip Knowles a director

and Alan Tomlin a director

OR its secretary


Director


Director / Secretary

Executed as a deed by **THE ASSET**

EXCHANGE (FUNDING) LIMITED

acting by Philip Knowles a director

and Alan Tomlin a director

OR its secretary



Director



Director / Secretary

Executed as a deed by IL2 (2018) acting
by Edd Hatfield a director and
Richard Hawel a director

[Redacted Signature]

Director

[Redacted Signature]

Director