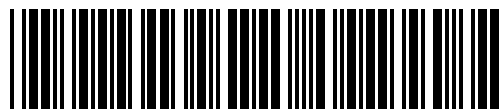




Registration of a Charge

Company Name: **CHANDLERS GARAGE HOLDINGS LIMITED**

Company Number: **03211322**



Received for filing in Electronic Format on the: **01/04/2022**

XB1032P5

Details of Charge

Date of creation: **24/03/2022**

Charge code: **0321 1322 0030**

Persons entitled: **BMW FINANCIAL SERVICES (GB) LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS JAGUAR LAND ROVER SOUTHEND,
CHERRY ORCHARD WAY, ROCHFORD, SS4 1WS. REGISTERED TITLE
NUMBER: AA35429**

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: **WRIGHT HASSALL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3211322

Charge code: 0321 1322 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2022 and created by CHANDLERS GARAGE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2022 .

Given at Companies House, Cardiff on 7th April 2022

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**

24 MARCH 2022

CHANDLERS GARAGE HOLDINGS LIMITED

and

BMW FINANCIAL SERVICES (GB) LIMITED

Legal Charge over the freehold property described at the land registry as Jaguar Land Rover Southend, Cherry Orchard Way, Rochford (SS4 1WS)

Wright Hassall LLP
Olympus Avenue
Leamington Spa
Warwickshire
CV34 6BF

Tel: 01926 886688
Fax: 01926 885588
Email: email@wrighthassall.co.uk

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THIS CHARGE is made by way of DEED and is dated 24 MARCH 2022

PARTIES

- (1) **CHANDLERS GARAGE HOLDINGS LIMITED** (incorporated and registered in England and Wales under company number 03211322) whose registered office is at First Point St, Leonards Road, Allington, Maidstone, Kent, England, ME16 0LS **Company**); and
- (2) **BMW FINANCIAL SERVICES (GB) LIMITED** (incorporated and registered in England and Wales under company number 01288537) whose registered office is at Summit One, Summit Avenue, Farnborough, Hampshire, GU14 0FB (**BMWFS**).

WHEREAS

- (A) BMWFS, pursuant to the Facility Letter, has provided the Company with a term loan facility on a secured basis.
- (B) Under this Charge, the Company provides security to BMWFS for (*inter alia*) its liabilities under the Facility Letter.

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply to this Charge:

Business Days means a day (not being Saturday or Sunday) on which clearing banks are open in London for normal business.

Charge means this legal charge and includes any instrument supplemental to or entered into pursuant to this legal charge.

Charged Property means the property, assets, debts, rights and undertaking charged to BMWFS by this Charge and includes any part of or interest in any of them.

Dangerous Substance means any radioactive emissions and any natural or artificial substance whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance capable of causing harm to man or any other living organism or damaging the environment or public health or welfare, including any controller, special, hazardous, toxic, radioactive or dangerous waste.

Default Rate has the meaning given to it in the facility letter.

Encumbrance means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment.

Environmental Law means any law, regulation, code of practice, circular, guidance notice or the like whether in the United Kingdom or elsewhere concerning the protection of human health or the environment or the conditions of the work place or the generation, transportation, storage, treatment or disposal of Dangerous Substances.

Environmental Licence means any permit, licence, authorisations, consent or other approval required by any Environmental Law.

Environmental Matters means:

- (a) the deposit, keeping, treatment, handling, processing, presence or manufacture of any waste (as defined in the Environmental Protection Act 1990) or any Dangerous Substance at or near the Property;
- (b) nuisance, defective premises, health and safety at work or elsewhere; and
- (c) the pollution, conservation or protection of the environment (both natural and built) or of man or any living organism supported by the environment or any other matter whatsoever affecting the environment or any part of it.

Event of Default means the occurrence of any of the events or circumstances described in paragraph 15 of the Facility Letter.

Expenses means all interest, commission, fees and legal and other costs, charges and expenses which BMWFS or any Receiver may charge or incur in relation to this Charge and the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of, this Charge in each case on a full indemnity basis.

Facility means the facility made available to the Company by BMWFS under the Facility Letter.

Facility Letter means the facility letter dated on or around the date of this Charge between the Company and BMWFS in respect of the provision of a term loan facility to the Company, as varied, amended, extended, supplemented or novated from time to time.

Finance Documents has the meaning given to it in the Facility Letter.

Insurances means all contracts and policies of insurance taken out by or on behalf of the Company in relation to the Charged Property or to the extent of its interest in which the Company has an interest.

Insured Risks means fire, storm, lightning, earthquake, explosion, aircraft, riot, civil commotion, malicious damage, impact, terrorism, aircraft and other aerial devices or

articles dropped therefrom, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes and damage by or resulting from vehicular impact and such other risks as BMWFS shall approve including demolition and site clearance costs and expenses, architects, surveyors and other professional fees and all other incidental costs and expenses and loss of rents payable by the tenants or other occupiers of the Property for such period as BMWFS shall from time to time reasonably require..

Leases means, where any part of the Property is leasehold, the leases under which the Company holds that part of Property, short particulars of which are set out in Schedule 1.

LPA means the Law of Property Act 1925.

Material Adverse Effect has the meaning given to it in the Facility Letter.

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substance) Act 1990, the Planning (Hazardous Substances) Regulations 2015, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning Act 2008 and all other applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to any subject matter of the foregoing.

Property means the property referred to in Schedule 1 and any part or parts of it and including:

- (a) all rights attached or appurtenant to it and all buildings, fixtures and fittings from time to time situate on it and belonging to the Company;
- (b) all plant and machinery owned by the Company at the Property and the Company's interest in any plant and machinery in its possession located at the Property;
- (c) all other chattels of the Company located at the Property and not ordinarily disposed of in the ordinary course of business;
- (d) all benefits in respect of the Insurances including all claims and the refund of any premiums;
- (e) all rents and licence fees receivable from any lease or licence granted at the Property; and
- (f) all the goodwill of the Company's business carried on at the Property.

Receiver means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise.

Secured Liabilities means all moneys, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or at any time in the future be due, owing or incurred by the Company to BMWFS, including pursuant to the Finance Documents, and in all cases whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including, without limitation, all Expenses and so that interest shall be computed and compounded on the terms agreed between the parties or if not agreed according to the usual practice of BMWFS as well after as before any demand or judgement.

Sterling means the lawful currency of the United Kingdom for the time being.

2. INTERPRETATION

In this Charge:

- 2.1.1 references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Charge;
- 2.1.2 references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 2.1.3 words importing the singular are to include the plural and vice versa;
- 2.1.4 references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- 2.1.5 references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- 2.1.6 references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time whether before or after the date of this Charge and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision; and
- 2.1.7 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge.

3. COVENANT TO PAY

- 3.1 The Company covenants with BMWFS that the Company shall pay to BMWFS or discharge all Secured Liabilities on their due date or dates for payment or discharge or, in the absence of an agreed or specified due date, on demand by BMWFS.
- 3.2 If the Company fails to discharge any Secured Liability when due the Company shall pay to BMWFS on demand interest on such Secured Liability at the Default Rate, in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgement) which interest shall accrue from day to day and may be compounded in accordance with the usual practice of BMWFS to the extent that it shall remain unpaid.

4. SECURITY

- 4.1 The Company charges the Property by way of legal mortgage and with full title guarantee to BMWFS as continuing security for the payment and discharge of the Secured Liabilities.
- 4.2 The Charge created by clause 4.1 shall constitute a first fixed charge.
- 4.3 The Company shall:
- 4.3.1 deposit with BMWFS all deeds and documents of title relating to all or any of the Charged Property (if any) charged by way of fixed charge under clauses 4.1 and 4.2; and
- 4.3.2 promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation execute all transfers, conveyances assignments and assurances of the Charged Property and give all notices; orders and directions which BMWFS may require for perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in BMWFS or any Receiver.

5. DISCHARGE

- 5.1 Upon BMWFS being satisfied that all Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding, BMWFS at the request and cost of the Company shall duly discharge this Charge.
- 5.2 Any release, discharge or settlement between the Company and BMWFS shall be deemed conditional on no payment or security received by BMWFS in respect of the Secured

Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.

6. RESTRICTIONS

The Company shall not without the prior written consent of BMWFS (such consent not to be unreasonably withheld or delayed):

- 6.1.1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part of them. Subject as aforesaid, any mortgage of or charge on the Property created by the Company otherwise than in favour of BMWFS shall be expressed to be subject to this Charge;
- 6.1.2 sell, convey, assign or transfer any of the Charged Property or any interest in it or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any moneys payable to the Company in relation to the Charged Property or agree to do any of the foregoing;
- 6.1.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing; or
- 6.1.4 part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

7. COVENANTS BY THE COMPANY

The Company covenants with BMWFS at all times during the continuance of this security:

7.1.1 Repair

To keep the buildings, installations and structures whether fully built or in course of construction and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition to the reasonable satisfaction of BMWFS (fair wear and tear excepted in the case of plant and machinery) and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

7.1.2 Insurance

- (a) To keep, or to take all reasonable steps to procure the keeping of, all the Charged Property insured against loss or damage by the Insured Risks in their full replacement value for the time being in such insurance office or offices as BMWFS shall reasonably require, including a lender protection clause whereby the insurance effected will not be vitiated or avoidable as against a mortgagee in the event of any misrepresentation, act or neglect or failure to disclose on the part of the Company or the insured party (if not the Company) or in the event of any circumstances beyond the control of the insured party or parties (subject to the payment of any increased premium required by the insurer) with BMWFS named as co-insured and co-payee (or with BMWFS's interest noted on the policy if agreed by BMWFS), provided that where the insurance on the Property is effected by a third party BMWFS shall not require the Company to effect separate insurance on the Property so long as such insurance complies with the provisions of this Clause.
- (b) To maintain in such insurance office or offices as BMWFS shall approve such insurance in respect of employers' liability public liability and liability under the Defective Premises Act 1972 as BMWFS shall reasonably require, or to take all reasonable steps to procure the maintenance thereof.
- (c) To punctually pay, or to take all reasonable steps to procure the payment of, all premiums and other moneys in respect of such insurances and on demand to deliver to BMWFS the policy or policies of all such insurances and the receipt for every such payment, and all moneys received under any policy or policies of insurance whether maintained or effected by the Company, BMWFS or by a third party and whether or not in pursuance of the Company's obligations under this Charge shall, subject to the terms of such insurances, be applied at BMWFS's option either in making good the loss or damage to the Charged Property, any deficiency being made good by the Company or towards the discharge of the Secured Liabilities, and any such moneys received by the Company shall be held by the Company on trust for BMWFS accordingly.
- (d) To comply with, and to take all reasonable steps to procure compliance by any applicable third party with, the terms and conditions of any policy of insurance on the Charged Property or otherwise contemplated by this Clause, and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part.

7.1.3 Outgoings

To pay when due all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged, assessed, levied or imposed on the Property or on the owner or occupier of it or payable in respect of the Property.

7.1.4 Covenants and stipulations

To perform and observe all covenants, restrictions, stipulations, provisions, regulations and conditions affecting the Property or its use or enjoyment.

7.1.5 Alterations

Not without the previous written consent of BMWFS (such consent not to be unreasonably withheld or delayed) to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being on the Property or; except in connection with their renewal or replacement, any fixtures or erect or make or suffer to be erected or made on the Property any building, installation, structure or alteration or a change of use of any of them within the meaning of the Planning Acts or otherwise commit any waste on or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property.

7.1.6 Development

Where at the date of this Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the reasonable satisfaction of BMWFS and any competent authority with such development in all respects in conformity with all applicable planning and bye-law consents, to produce all plans and specifications in relation to the development to BMWFS for approval and not to amend those plans and specifications in any manner which might diminish the finished value or increase the cost to a material extent without BMWFS's approval.

7.1.7 Planning

- (a) To comply in all respects with the Planning Acts and all licences, consents, permissions or conditions granted or imposed under them.
- (b) Not to make any application for planning permission without the prior consent of BMWFS (not to be unreasonably withheld or delayed) and not to enter into or agree to enter into any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local

Government (Miscellaneous Provisions) Act 1982 or Section 38 of the Highways Act 1980 or any similar provision of any other Planning Act.

- (c) To comply with the requirements of any valid enforcement or other notice or order whether issued under the Planning Acts or any other statute within any time limit specified in it or if no time is specified within any period reasonably required by BMWFS and to pay to BMWFS in reduction of the Secured Liabilities any compensation received as a result of any such notice or order.

7.1.8 Right of entry

To permit representatives of BMWFS with or without workmen or others to enter the Property at all reasonable times after at least forty-eight hours prior notice except in case of emergency to view the state of repair and condition of the Property.

7.1.9 Notices

Within seven days of receipt to produce to BMWFS a copy of any notice, order, direction, permission or proposal affecting the Property or its use or value and to comply promptly with its terms or if BMWFS so requires or approves and at the Company's cost to make such objections or representations against or in respect of such notice, order, proposal, permission or consent as aforesaid as BMWFS may reasonably require, in each case where such notice, order, proposal, permission or consent could reasonably be expected to have a Material Adverse Effect.

7.1.10 Information

On request to produce to or provide for BMWFS such documents or information relating to the Property or its development as BMWFS may reasonably require.

7.1.11 Statutes

To comply with all obligations imposed under any present or future statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or approvals, licences or consents relative to the Property or its use or enjoyment where such a statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or approvals, licences or consents could reasonably be expected to have a Material Adverse Effect.

7.1.12 Leases

Where any part of the Property is leasehold or subject to any lease, agreement for lease or tenancy (referred to below as the 'occupational lease'):

- (a) To perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor.
- (b) To enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease.
- (c) Not to waive, release or vary any of the terms of the Lease or any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of BMWFS which consent is not to be unreasonably withheld or delayed in circumstances in which the Company may not unreasonably withhold or delay its consent.
- (d) If the Company shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Company shall give immediate notice of that event in writing to BMWFS and at the request of BMWFS and at the expense of the Company take such steps as BMWFS may in its absolute discretion require.

7.1.13 Indemnity

To keep BMWFS (and any Receiver appointed by BMWFS) fully and effectively indemnified from and against all actions, proceedings, reasonable and properly incurred costs, charges, claims, demands, expenses and liabilities whatsoever including, without limitation, any taxes, including value added tax, and professional fees incurred or to be incurred by BMWFS (or any Receiver appointed by BMWFS) in connection with the Charge (prior to the occurrence of an Event of Default on a reasonable and proper basis) including without limitation in respect of any breach or non-observance or non-performance of any covenants, obligations, warranties or undertakings on the part of the Company contained in this Charge or the making good of any such breach or non-observance or non-performance and to keep BMWFS indemnified against any failure or delay in paying any amounts due under this indemnity including any arising from any actual or alleged breach by any person of any Environmental Law or Licence.

7.1.14 Value Added Tax

The Company covenants that it shall not make an election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property without the prior written consent of, BMWFS such consent not to be unreasonably withheld or delayed.

7.1.15 Environmental

- (a) To comply with the terms and conditions of all Environmental Licences applicable to it and all other Environmental Law.
- (b) Promptly upon receipt of the same, to notify BMWFS of any claim, notice or other communication served on it in respect of any alleged breach of any Environmental Law or in relation to any Environmental Matter.
- (c) To carry out properly and diligently all remedial work and improvements required at the Property to ensure that it and its use complies with all Environmental Laws.
- (d) To notify BMWFS as soon as the Company becomes aware of the presence on or at the Property of any Dangerous Substance.
- (e) If BMWFS acting reasonably requires any environmental reports or tests to be prepared or carried out in relation to the Property to ensure that all Environmental Laws are complied with, to procure that such reports and tests are prepared and carried out by a suitably qualified environmental expert acceptable to BMWFS and to pay the cost in full of such reports or tests.

8. POWER TO REMEDY

8.1 If any building operations on the Property are not carried out in a proper and workmanlike manner and with diligent progress to the reasonable satisfaction of BMWFS or its agent, BMWFS may (but shall not be under any obligation so to do) serve a written notice on the Company advising it of that failure, and the Company shall have such period as BMWFS may reasonably specify to remedy the failure, failing which the Company shall:

- 8.1.1 if required by written notice from BMWFS, within seven days assign to BMWFS or as it may direct all the benefit and interest of the Company in any building contract, sub-contract, appointment of professional advisers and such other contracts or agreements as the Company may have relating to the building operations and shall take or procure whatever action as is necessary or to provide BMWFS or the nominee of BMWFS with privity of contract with those parties or contractors with whom the Company may have privity of contract and take all other steps which BMWFS may reasonably require to enable BMWFS to procure the completion of the building operations; and

8.1.2 permit BMWFS at the Company's cost to complete or procure the completion of the building operations,

in each case with power for BMWFS and any persons authorised by BMWFS to enter on the Property for any of the above purposes without thereby becoming a mortgagee in possession.

8.2 If the Company fails to perform or observe any covenant or condition in its part contained in this Charge, it shall be lawful for, but not obligatory on, BMWFS in order to make good the failure in whole or in part and at the Company's cost to:

8.2.1 enter on the Property and effect whatever repairs and other works on it as BMWFS considers necessary;

8.2.2 take whatever steps, give whatever notices, execute and do whatever works and things as BMWFS considers reasonably necessary to comply with any requirements of or any notice, order, direction, permission or proposal given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property or its value;

8.2.3 insure and keep insured the Property in whatever amount and in whatever manner BMWFS considers necessary; and

8.2.4 admit, settle, liquidate, compound or contest in whatever manner as BMWFS thinks fit any claim or liabilities in relation to the Property whether or not BMWFS is expressly indemnified in this Charge against them and to make whatever payments and expend or debit in account whatever moneys as BMWFS considers necessary but without thereby becoming a mortgagee in possession.

9. ENFORCEMENT

Section 103 of the LPA shall not apply to this Charge and the statutory powers of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after BMWFS shall have demanded payment of any of the Secured Liabilities or after any breach by the Company of any of the provisions of this Charge or the occurrence of an Event of Default.

10. APPOINTMENT AND POWERS OF RECEIVER

10.1 At any time after BMWFS has demanded payment of any of the Secured Liabilities from the Company or after any breach by the Company of any of the provisions of this Charge

or the occurrence of an Event of Default or if requested by the Company, BMWFS may appoint by writing any person or persons (whether an officer of BMWFS or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.

10.2 BMWFS may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

10.3 The Receiver shall (so far as the law permits) be the agent of the Company who shall alone be personally liable for his acts, defaults, omissions and remuneration and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed under them (and in the case of the Insolvency Act 1986 as if he had been appointed an administrative receiver) and in particular by way of addition to, but without limiting, any general powers referred to above and without prejudice to any of BMWFS's powers the Receiver shall have power in the name of the Company or otherwise to do the following things, namely to:

10.3.1 take possession of collect and get in all or any part of the Charged Property and for that purpose to take any proceedings as he shall think fit;

10.3.2 commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;

10.3.3 for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose, borrow moneys from BMWFS or others on the security of the Charged Property or otherwise on such terms as he may in his absolute discretion think fit;

10.3.4 provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit;

10.3.5 if any part of the Property is leasehold, vary the terms of or surrender any lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to BMWFS on the terms of this Charge so far as applicable and to execute a formal legal Charge over any such new lease in favour of BMWFS in such form as BMWFS may require;

10.3.6 sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property or any part of it and the grant of any rights over the Property (either by

public auction or private contract or otherwise) on such terms and conditions and for such consideration including without limitation shares, securities of any other company or other investments payable at such time or times as he may in his absolute discretion think fit;

10.3.7 vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property or any part of it in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Company or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;

10.3.8 make any arrangements or compromise which BMWFS or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;

10.3.9 make and effect all repairs and improvements;

10.3.10 enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same;

10.3.11 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating in any way to the Charged Property;

10.3.12 effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;

10.3.13 appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;

10.3.14 to carry on or concur in carrying on the business of the Company concerned and raise money from any person without security or on the security of all or any of its assets;

10.3.15 promote the formation of a subsidiary or subsidiaries of the Company concerned with a view to such subsidiary or subsidiaries purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company;

10.3.16 to arrange for such subsidiary or subsidiaries to trade and cease to trade as any receiver may think fit from time to time;

10.3.17 sever any fixtures from the Charged Property of which they form part;

10.3.18 exercise all voting and other rights attaching to securities owned by the Company;

10.3.19 call up all or any portion of the uncalled capital of the Company;

10.3.20 take all steps necessary to effect all negotiations, removals, applications and notifications as a receiver shall in his discretion think prudent to maintain in force or protect any of the Company concerned intellectual property; and

10.3.21 do all such other acts and things as may be considered to be incidental or conducive to any of the rights, powers or discretions conferred on him under this Charge and exercise in relation to the Charged Property all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of the Charged Property,

provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as BMWFS shall in writing exclude them whether in or at the time of his appointment or subsequently.

10.4 Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him as follows:

10.4.1 FIRSTLY in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers;

10.4.2 SECONDLY in payment of his remuneration; and

10.4.3 THIRDLY in payment to BMWFS of moneys whether for principal, interest or otherwise in arrears or accruing due under this Charge,

and any balance shall be paid to the person or persons entitled to it.

11. BMWFS'S LIABILITY

11.1 In no circumstances shall BMWFS be liable to account to the Company as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by BMWFS.

11.2 BMWFS shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and moneys hereby charged and in no circumstances shall BMWFS be liable to the Company or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of BMWFS its officers employees or agents in relation to the Charged Property or in connection with this Charge

or the Facility Letter except to the extent that they are caused by the fraud, wilful misconduct or gross negligence of BMWFS.

12. PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with BMWFS or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with BMWFS or any Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with BMWFS or any Receiver.

13. POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by BMWFS are hereby extended so as to authorise BMWFS whether in the name of BMWFS or its nominee or in that of the Company to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as BMWFS (in its absolute discretion) shall think fit.

14. POWER OF ATTORNEY

14.1 The Company hereby irrevocably appoints BMWFS and the Receiver jointly and also severally to be the Attorney and Attorneys of the Company for the Company and in the name and on behalf of the Company and as the act and deed of the Company or otherwise to sign, seal, execute as a deed and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper by BMWFS or any Receiver for any of the purposes referred to in or otherwise in connection with this Charge. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge.

14.2 The power of attorney hereby granted is irrevocable and is given for value as part of the security constituted by this Charge.

15. BMWFS'S RIGHTS

15.1 All powers of the Receiver may be exercised by BMWFS whether as attorney of the Company or otherwise.

- 15.2 The Company agrees that at any time after this Charge becomes enforceable:
- 15.2.1 on any sale or other disposition in exercise of the powers contained or implied by this Charge BMWFS may sever any fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of the sale in or towards satisfaction of the Secured Liabilities; and
 - 15.2.2 BMWFS may as agent of the Company remove and sell any chattels on the Property.
- 15.3 BMWFS shall, on receiving notice that the Company has encumbered or disposed of the Charged Property or any part of it or any interest in it, be entitled to close any account or accounts of the Company and to open a new account or accounts with the Company and (without prejudice to any right of BMWFS to combine accounts) no money paid into or carried to the credit of any new account shall be appropriated towards or have the effect of discharging any part of the amount due to BMWFS on any closed account. If BMWFS does not open a new account or accounts immediately on receipt of any notice it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to BMWFS shall be credited or be treated as having been credited to a new account or accounts and shall not operate to reduce the amount due from the Company to BMWFS when it received notice.

16. COSTS, EXPENSES AND CHANGE IN CURRENCY

- 16.1 The Company shall, on demand and on a full indemnity basis, pay to BMWFS:
- 16.1.1 the amount of all costs and expenses (including legal and out-of-pocket expenses and any Value Added Tax on such costs and expenses) which BMWFS and any Receiver appointed by BMWFS incurs (reasonably and properly in the case of any and all such costs and expenses incurred prior to the occurrence of any actual, potential or reasonably suspected Event of Default) in connection with:
 - (a) the preparation, negotiation, execution and delivery of this Charge, the Facility Letter and any of the other Finance Documents;
 - (b) any stamping or registration of this Charge or any of the other Finance Documents;
 - (c) any actual or proposed amendment of or waiver or consent under or in connection with any of the Finance Documents;
 - (d) any discharge or release of any of the Finance Documents;

- (e) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of any Finance Document;
 - (f) obtaining payment of the Secured Liabilities;
 - (g) dealing with or obtaining advice about any other matter or question arising out of or in connection with any of the Finance Documents; and
 - (h) all other moneys paid by BMWFS in perfecting or otherwise in connection with this Charge or in respect of the Charged Property including without limitation all moneys expended by BMWFS under clause 8 and all moneys advanced or paid by BMWFS to any Receiver for the purposes set out in clause 10.
- 16.2 Such costs, expenses and other moneys shall be recoverable from the Company as a debt and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Property.
- 16.3 If more than one currency or currency unit is at any time recognised by the Bank of England as the lawful currency of the UK, then:
 - 16.3.1 any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, Sterling shall be translated into, or paid in, the currency or currency unit designated by BMWFS; and
 - 16.3.2 any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the Bank of England for the conversion of that currency or currency unit into the other, rounded up or down by BMW acting reasonably.
- 16.4 If a change in Sterling occurs (including without limitation, in consequence of European monetary union), this Charge shall be amended in the manner specified by BMWFS acting reasonably to reflect such change in currency and to put BMWFS in the same position, as far as possible, as it would have been in had no change in currency occurred.
- 17. **CONTINUING SECURITY**
 - 17.1 This Charge shall be a continuing security to BMWFS notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which BMWFS may now or at any

time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

17.2 Section 93 of the LPA shall not apply to this Charge.

18. SET-OFF

18.1 BMWFS may, without notice to the Company, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by BMWFS or its nominee for the account of the Company in or towards satisfaction of the Secured Liabilities of any of them.

18.2 BMWFS is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law.

18.3 In this Clause 'rights under the general law' means any right of set-off, combination or consolidation of accounts, lien or similar right which BMWFS has under any applicable law.

19. SECURITY RETENTION

19.1 If the state of account between the Company and BMWFS (by reference to which any Secured Liabilities are calculated for the purposes of this Charge) requires adjustment at any time because of any claim made against BMWFS by an office-holder (within the meaning of Section 234 of the Insolvency Act 1986), then, notwithstanding any other provisions of this Charge:

19.1.1 the Company's liability to BMWFS shall be correspondingly adjusted;

19.1.2 BMWFS may treat any release or settlement made by it with the Company before any such adjustment is required as being of no effect; and

19.1.3 BMWFS may recover from the Company such sum as shall place BMWFS in the same position as if such release or settlement had not been made.

19.2 If any claim is made against BMWFS under any insolvency law, BMWFS may agree the claim or settle it on any terms it chooses without the necessity of asking for the Company's agreement. If BMWFS does agree or settle the claim, the Company shall be liable under this Charge as if a court order had been made containing the terms that BMWFS has agreed. The Company shall be responsible for all costs and expenses that BMWFS properly incurs in defending such a claim.

19.3 Other than where the Secured Liabilities have been repaid in full on a refinancing by a third party financial institution on arms length terms, BMWFS may keep the security held

by it for the Company's liability under this Charge in order to protect BMWFS against any claim under insolvency law (if BMWFS reasonably considers that such a claim is possible in the circumstances) for up to seven months after all Secured Liabilities have been satisfied. If a claim is made against BMWFS within that period BMWFS may keep the security until that claim has finally been dealt with.

20. NOTICES

20.1 All notices or other communications under or in connection with this Charge or any of the Finance Documents shall be given in writing or by email despatched as follows:

20.1.1 if to BMWFS, to:

Summit One, Summit Avenue, Farnborough, Hants, GU14 0FB

or email: Paul.Shelton@bmwfin.com

for the attention of: Paul Shelton, Head of Credit Management

20.1.2 if to the Company, to:

the address at the beginning of this legal charge

or email: property@group1auto.co.uk

for the attention of: The Directors

or to any other address and/or email address as may be notified in accordance with this Clause by the relevant party to the other party for this purpose.

20.2 Any notice will be deemed to be given as follows:

20.2.1 if in writing, when delivered; and

20.2.2 if by email, when received.

However, a notice given in accordance with the above but received on a day which is not a Business Day or after business hours in the place of receipt will only be deemed to be given on the next Business Day in that place.

20.3 Any notices, demands or other communication to be given by BMWFS may be made by a Manager of BMWFS or by any person or firm acting as solicitor or solicitors for BMWFS.

21. TRANSFERS

The Company may not assign, transfer, novate or dispose of any of, or any interest in, its rights and/or obligations under this Charge. BMWFS may assign or transfer all or any part of our rights and/or obligations under this Charge. BMWFS may disclose to any person with whom BMWFS propose to enter into any kind of transfer, participation or other agreement in relation to this Charge and any information which BMWFS have acquired about the Company.

22. MISCELLANEOUS

22.1 BMWFS' rights under this Charge:

22.1.1 may be exercised as often as necessary;

22.1.2 are cumulative and not exclusive of our rights under the general law; and

22.1.3 may be waived only in writing and specifically.

Delay in exercising or non-exercise of any right is not a waiver of that right.

22.2 Any waiver of any right or consent given under this Charge is only effective if it is in writing and signed by duly authorised representatives of the waiving or consenting party. 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.

22.3 No single or partial exercise of any right under this Charge shall prevent any further exercise of the same right or any other right under this Charge.

22.4 Rights and remedies under this Charge are cumulative and do not exclude any rights or remedies provided by law or otherwise.

22.5 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

22.6 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.

22.7 Any certificate or determination of BMWFS as to the amount of the Secured Liabilities shall, in the absence of manifest error, be conclusive and binding on the Company.

22.8 The Company certifies that this Charge does not contravene any of the provisions of its Memorandum and Articles of Association.

22.9 The perpetuity period applicable to any trusts hereby created shall be 80 years.

23. COUNTERPARTS

23.1 This Charge may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement.

23.2 Transmission of an executed counterpart of this Charge (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Charge. If this method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

23.3 No counterpart shall be effective until each party has executed at least one counterpart.

24. LAW AND JURISDICTION

24.1 This Charge, 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.

24.2 The parties to this Charge irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Charge or its subject matter or formation (including non-contractual disputes or claims).

25. REGISTERED LAND

The Company shall make an application to the Land Registry for a restriction in the following terms to be entered on the register of the Company's title to the Property: "No disposition of the registered estate by the proprietor of the registered estate, or any the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of BMW Financial Services (GB) Limited referred to in the Charges Register or its conveyancer."

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 THE PROPERTY

All that freehold property being registered at the Land Registry with title absolute under the following title numbers:

Title numbers	Freehold / Leasehold	Property description
AA35429	Freehold	The freehold Property described at the land registry as Jaguar Land Rover Southend, Cherry Orchard Way, Rochford (SS4 1WS)

Company

Executed as a deed by **CHANDLERS GARAGE HOLDINGS LIMITED**

Acting by

Director

in the presence of

(signature of witness)

Deen Berman (name of witness)

800 GESSER (address of witness)

Houston

TX 77024

BMWFS

Executed as a deed by **BMW FINANCIAL SERVICES (GB) LIMITED**

Acting by

Director

Director