



Registration of a Charge

Company name: **Motiva Direct Limited**

Company number: **00959885**



X5XQ8LE3

Received for Electronic Filing: **09/01/2017**

Details of Charge

Date of creation: **23/12/2016**

Charge code: **0095 9885 0007**

Persons entitled: **WESTPAC ADMINISTRATION PTY. LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (EACH AS DEFINED IN THE INSTRUMENT))**

Brief description: **N/A.**

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:

GEMMA LAWRENCE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 959885

Charge code: 0095 9885 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2016 and created by Motiva Direct Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2017 .

Given at Companies House, Cardiff on 10th January 2017

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



Companies House



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

ACCESSION DEED

THIS ACCESSION DEED is made on

23 DECEMBER

2016

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) SG FLEET GROUP LIMITED (ACN 167 554 574) (the "Company"); and
- (3) WESTPAC ADMINISTRATION PTY. LIMITED (as Security Trustee for the Secured Parties (as defined below)) (the "Security Trustee").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 4 August 2016 and made between (1) the Original Chargors named in it and (2) the Security Trustee (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Trustee to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s89G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 9 January 2017

SIGNED DLA Piper UK LLP

Gemma Lawrence, Solicitor

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Trustee for the payment and discharge of the Secured Money, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (other than any account of such Acceding Company into which any monies forming part of the Excluded Assets are paid) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)) to which it is a party, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to each Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets*);

- (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Company (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Company as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Company.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Motiva Group Limited	05556429	Clarence House Clarence Road, Longton, Stoke-On-Trent, ST3 1AZ
Motiva Direct Limited	00959885	Clarence House Clarence Road, Longton, Stoke-On-Trent, ST3 1AZ
Motiva Vehicle Contracts Limited	04199340	Clarence House Clarence Road, Longton, Stoke-On-Trent, ST3 1AZ
MWAY Vehicle Rentals Limited	02058990	Clarence House Clarence Road, Longton, Stoke-On-Trent, ST3 1AZ
Motrak Limited	08537842	Clarence House Clarence Road, Longton, Stoke-On-Trent, ST3 1AZ

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1: Real Property

Registered land				
Acceding Company	Address	Administrative Area		Title number
Motiva Group Limited	None as at the date of this Deed.			
Motiva Direct Limited	None as at the date of this Deed.			
Motiva Vehicle Contracts Limited	None as at the date of this Deed.			
MWAY Vehicle Rentals Limited	None as at the date of this Deed.			
Motrak Limited	None as at the date of this Deed.			
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
Motiva Group Limited	Clarence House, Clarence Road, Stoke-on-Trent ST3 1AZ	30 November 2016	Lease	Keystoke Limited as Landlord Motiva Group Limited as Tenant

Part 2: Charged Securities

Acceding Company	Name of company in which shares are held	Class of share held	Number of shares held	Issued share capital
Motiva Group Limited	Motiva Direct Limited	Ordinary	75,600	£75,600
Motiva Group Limited	Motiva Vehicle Contracts Limited	Ordinary	100,000	£100,000
Motiva Group Limited	MWAY Vehicle Rentals	Ordinary	1,000	£1,000

Assigning Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
	Limited			
Motiva Group Limited	Motrak Limited	Ordinary	100	£100
Motiva Direct Limited	None as at the date of this Deed.			
Motiva Vehicle Contracts Limited	None as at the date of this Deed.			
MWAY Vehicle Rentals Limited	None as at the date of this Deed.			
Motrak Limited	None as at the date of this Deed.			

Part 3: Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Motiva Group Limited	447	National Westminster Bank Plc	Branch: Hanley Branch Address: 1 Upper Market Square, Hanley, Stoke on Trent ST1 1NS Sort code: 010369
Motiva Direct Limited	None as at the date of this Deed.		
Motiva Vehicle Contracts Limited	None as at the date of this Deed.		
MWAY Vehicle Rentals Limited	None as at the date of this Deed.		
Motrak Limited	None as at the date of this Deed.		

Part 4: Intellectual Property

Part IV: Trademarks				
Proprietor/ADP name	TM number	Registration/applicant status	Class(es)	Mark used
Motiva Group Limited	N/A	Unregistered	N/A	Motiva
Motiva Group Limited	N/A	Unregistered	N/A	Mway

Motiva Group Limited	N/A	Unregistered	N/A	LiteLease
Motiva Group Limited	N/A	Unregistered	N/A	Motivassist
Motiva Group Limited	N/A	Unregistered	N/A	Motrak incorporating the stylised "a"

Part 4B: Patents		
Proprietor/ADP number	Patent number	Description
None as at the date of this Deed.		

Part 5: Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Motiva Group Limited	None as at the date of this Deed.		
Motiva Direct Limited	None as at the date of this Deed.		
Motiva Vehicle Contracts Limited	None as at the date of this Deed.		
MWAY Vehicle Rentals Limited	None as at the date of this Deed.		
Motrak Limited	None as at the date of this Deed.		

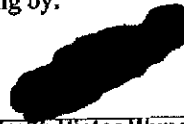


Part 6: Insurances

Acceding Company	Insurer	Policy number
Motiva Group Limited	AVIVA Insurance Limited	23818511 CMT
Motiva Direct Limited	AVIVA Insurance Limited	23818511 CMT
Motiva Vehicle Contracts Limited	AVIVA Insurance Limited	23818511 CMT
MWAY Vehicle Rentals Limited	AXA Insurance UK plc	CW FLE 6872859
MWAY Vehicle Rentals Limited	AVIVA Insurance Limited	23818511 CMT
Motrak Limited	AVIVA Insurance Limited	23818511 CMT

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by MOTIVA)
GROUP LIMITED acting by:)




Director  
Witness signature 
Witness name: ABRAHAM BARAK SCHWARCZ
Witness address: LEVEL 9
135 KING STREET
SYDNEY NSW 2000

Address: SG Fleet Management Limited
Level 2, Building 3
20 Bridge Street
Pymble NSW 2073

Facsimile No: +61 2 9391 5600

Attention: Kevin Wundram

Executed as a deed, but not delivered until the)
first date specified on page 1, by MOTIVA)
DIRECT LIMITED acting by:)




Director  
Witness signature 
Witness name: ABRAHAM BARAK SCHWARCZ
Witness address: LEVEL 9
135 KING STREET
SYDNEY NSW 2000

Address: SG Fleet Management Limited
Level 2, Building 3
20 Bridge Street
Pymble NSW 2073

Facsimile No: +61 2 9391 5600

Attention: Kevin Wundram

Executed as a deed, but not delivered until the)
first date specified on page 1, by MOTIVA)
VEHICLE CONTRACTS LIMITED acting)
by:




Director  
Witness signature 
Witness name: ABRAHAM BARAK SCHWARCZ
Witness address: LEVEL 9
135 KING STREET
SYDNEY NSW 2000

Address: SG Fleet Management Limited
Level 2, Building 3
20 Bridge Street
Pymble NSW 2073

Facsimile No: +61 2 9391 5600

Attention: Kevin Wundram

Executed as a deed, but not delivered until the)
first date specified on page 1, by MWAY)
VEHICLE RENTALS LIMITED acting by:)

Director  
Witness signature 
Witness name: ABRAHAM BARAK SCHWARCZ
Witness address: LEVEL 9
135 KING STREET
SYDNEY NSW 2000

Address: SG Fleet Management Limited
Level 2, Building 3
20 Bridge Street
Pymble NSW 2073

Facsimile No: +61 2 9391 5600

Attention: Kevin Wundram

Part 7:

Executed as a deed, but not delivered until the)
first date specified on page 1, by MOTRAK)
LIMITED acting by:)

Director


Kevin Victor Wundram


Robert Pinkas B124

Witness signature


ABRAHAM BARAK SCHWARTZ

Witness name:

Witness address:

LEVEL 9

135 KING STREET

SYDNEY NSW 2000

Address: SG Fleet Management Limited
Level 2, Building 3
20 Bridge Street
Pymble NSW 2073

Facsimile No: +61 2 9391 5600

Attention: Kevin Wundram

THE COMPANY

Executed as a deed, but not delivered until the)
first date specified on page 1, by SG FLEET)
GROUP LIMITED acting by:)

Director


Kevin Victor Wundram

Robert Pinkas Blau

Witness signature

Witness name:

ABRAHAM BARAK SCHWARCZ

Witness address:

LEVEL 9

135 KING STREET

SYDNEY NSW 2000

Address: SG Fleet Management Limited
Level 2, Building 3
20 Bridge Street
Pymble NSW 2073

Facsimile No: +61 2 9391 5600

Attention: Kevin Wundram

THE SECURITY TRUSTEE

Signed by MATT TAYLOR for)
and on behalf of WESTPAC)
ADMINISTRATION PTY. LIMITED:)

Signature

A large, irregular black redaction mark covers the signature area, obscuring the name and any handwritten notes.

Address: Level 3, Westpac Place, 275
Kent Street, Sydney NSW
2000, Australia

Email: mtaylor@westpac.com.au

Facsimile No: +61 2 8254 9341

Attention: Matt Taylor