



Registration of a Charge

Company name: **Candle Newco UK Limited**

Company number: **05763646**



X62U3FLE

Received for Electronic Filing: **23/03/2017**

Details of Charge

Date of creation: **17/03/2017**

Charge code: **0576 3646 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (IN ITS CAPACITY AS SECURITY AGENT FOR THE BENEFICIARIES)**

Brief description: **ALL CURRENT AND FUTURE MATERIAL LAND (EXCEPT FOR ANY RESTRICTED LAND) AND MATERIAL INTELLECTUAL PROPERTY (EXCEPT FOR ANY RESTRICTED IP) OWNED BY THE COMPANY, IN EACH CASE AS SPECIFIED AND DEFINED IN THE DEED OF ACCESSION AND CHARGE REGISTERED BY THIS FORM MR01 (THE "DEED"). FOR MORE DETAILS PLEASE REFER TO THE DEED.**

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 COMPOSITE ORIGINAL INSTRUMENT.**

Certified by: **HARRIET ROBERTS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5763646

Charge code: 0576 3646 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2017 and created by Candle Newco UK Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2017 .

Given at Companies House, Cardiff on 24th March 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**

Name: HARRIET ROBERTS Deed of Accession and Charge

Title: Solicitor

Date: 22/03/17 THIS DEED OF ACCESSION AND CHARGE is made on 17 March 2017

BETWEEN:

- (1) The **Subsidiaries** (as set out in Schedule 4) (each a **"New Chargor"** and together the **"New Chargors"**);
- (2) **Autovista Holdco UK Limited** (registered in England and Wales under number 05763636.) (the **"Company"**); and
- (3) **GLAS Trust Corporation Limited** (the **"Security Agent"**).

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the **"Principal Deed"**) dated 6 March 2017 between, amongst others, (1) the Company and the Parent and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the **"Beneficiaries"**).
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), its property, undertaking and assets to secure the Secured Obligations, and to accede to the Principal Deed.

THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

1.2 **Additional Definitions:** In this Deed:

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights.

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"Material Intellectual Property" means any Intellectual Property owned by a New Chargor which is material in the context of its business or which is required by it in order to carry on its business as it is being conducted.

"Material Land" means:

- (a) any leasehold property owned by a New Chargor which is held under a lease, the remaining term of which is more than 25 years at the date of this Deed of Accession and Charge, or which is at a rack rent; or

- (b) any freehold or leasehold property with a market value of equal to or more than €500,000.

"Restricted IP" means any Intellectual Property owned by or licensed to any New Chargor which, in each case, precludes either absolutely or conditionally such New Chargor from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(b) (*Third Party Consents*) of the Principal Deed.

"Restricted Land" means any leasehold property held by any New Chargor under a lease which precludes either absolutely or conditionally such New Chargor from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3.4(a) (*Third Party Consents*) of the Principal Deed.

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 5 (*Specified Intellectual Property*).

"Specified Investments" means, in relation to a New Chargor, all Investments which at any time:

- (a) represent a holding in
 - (i) a Material Subsidiary; and
 - (ii) such Material Subsidiary is a Subsidiary of such New Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Agent or its nominee or to its order; or
- (c) that New Chargor (as relevant) has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee,

including but not limited to, those Specified Investments specified in Schedule 3 (*Specified Investments*) to this Deed of Accession and Charge.

2. ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED

- 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor.
- 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Obligations when due at the times and in the manner provided in the relevant Finance Documents.
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

- 2.4 **Company's agreement to the accession:** The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession.

3. **ASSIGNMENTS**

Security assignments: Each New Chargor, with full title guarantee (except to the extent that any Assets within the scope of this Clause 3 are or become subject to Permitted Security), as security for the payment or discharge of all Secured Obligations, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries):

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements.

4. **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Obligations, charges in favour of the Security Agent (as trustee for the Beneficiaries):

- (a) by way of legal mortgage, all Material Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this deed, in each case as described in Schedule 1 (*Registered Land to be Mortgaged*);
- (b) by way of fixed charge:
 - (i) with the exception of any Restricted Land, all Material Land which is now, or in the future becomes, its property;
 - (ii) all Material Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained;
 - (iii) all other interests and rights in or relating to Material Land or in the proceeds of sale of Land now or in the future belonging to it;
 - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4;
 - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vii) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;

- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
- (x) all Insurance Policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this deed;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) with the exception of any Restricted IP, all other Material Intellectual Property presently belonging to it;
- (xiv) with the exception of any Restricted IP, all Material Intellectual Property that may be acquired by or belong to it in the future;
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world;
- (xvi) all Material Intellectual Property (including any Material Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Material Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Material Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained;
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (b)(xii) to (xvii) inclusive of this Clause;
- (xix) (to the extent permitted in accordance with their terms) all trade debts now or in the future owing to it;
- (xx) (to the extent permitted in accordance with their terms) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any

Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*);

- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future;
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this deed; and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5. CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Obligations, by way of floating charge:

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security (other than Permitted Security) over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset unless expressly permitted in accordance with the terms of the Facilities Agreement, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 25.16 (*Disposals*) of the Facilities Agreement).

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 1.3) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as specifically permitted by the Facilities Agreement, each New Chargor shall not during the Security Period:

- (a) create, or agree or attempt to create, or permit to subsist, any Security over any of its Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

7. RIGHT OF APPROPRIATION

- 7.1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations.
- 7.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to a New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Obligations, whether such Assets are held by the Security Agent or otherwise.
- 7.3 The value of any Financial Collateral appropriated under Clause 7.2 shall be:
- (a) in the case of cash, its face value at the time of appropriation; and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into euro at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent.

- 7.4 The Security Agent will account to the relevant New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Obligations and such New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Obligations.
- 7.5 The New Chargors agree that the method of valuing such Financial Collateral under Clause 7.3 is commercially reasonable.

8. APPLICATION TO THE LAND REGISTRY

The New Chargors:

- (a) in relation to each register of title of any present and future Material Land of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry:
 - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed;
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer."; and

- (iv) a form CH2 (*application to enter an obligation to make further advances*); and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Material Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed.

9. **POWER OF ATTORNEY**

9.1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to:

- (a) do anything which such New Chargor is obliged to do (but has not done within 10 Business Days of being notified in writing by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document;
- (b) once a Declared Default has occurred and is continuing, enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause, provided that such acts were not carried out by the attorney fraudulently.

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargors under Clause 23 (*Costs and Expenses*) and Clause 24 (*Other Indemnities*) of the Intercreditor Agreement.

10. **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. The New Chargors' address for service is set out in Schedule 2 (*Notice Details*).

11. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

12. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

13. **ENFORCEMENT**

13.1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor.
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England).
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection they may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

14. **FINANCE DOCUMENT**

This Deed is a Finance Document.

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargors and the Company as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document.

Schedule 1

Registered land to be mortgaged

None as at the date of this Deed.

Unregistered land subject to first registration upon the execution of this Deed

None as at the date of this Deed.

The address for service of the Security Agent in the case of registered land is GLAS Trust Corporation Limited, 45 Ludgate Hill, London, EC4M 7JU.

Schedule 2

Notice Details

Company	Details
Autovista Group Limited	Address: 5th Floor, Wellington House, 125 Strand, London WC2R 0AP Fax: N/A Email: john.evans@autovistagroup.com Attention: John Evans
Glass's Information Services Limited	Address: 5th Floor, Wellington House, 125 Strand, London WC2R 0AP Fax: N/A Email: john.evans@autovistagroup.com Attention: John Evans
Candle Newco UK Limited	Address: 5th Floor, Wellington House, 125 Strand, London WC2R 0AP Fax: N/A Email: john.evans@autovistagroup.com Attention: John Evans

Schedule 3
Specified Investments

NAME OF OWNING CHARGOR	NAME OF SUBSIDIARY OR COMPANY	NUMBER OF SHARES AND CLASS OF SHARES
Autovista Group Limited (Company number: 05763626)	Glass's Information Services Limited (Company number: 00717446)	One thousand (1,000) preferred shares of \$0.01
		One hundred thousand and one (100,0001) ordinary shares of £1.00
Autovista Group Limited (Company number: 05763626)	Candle Newco UK Limited (Company number: 05763646)	One hundred and ninety nine thousand five hundred (199,500) ordinary shares of €1.00
		One (1) ordinary share of £1.00

Schedule 4

The Subsidiaries

Name	Jurisdiction of incorporation	Registered number or equivalent
Autovista Group Limited	England	05763626
Glass's Information Services Limited	England	00717446
Candle Newco UK Limited	England	05763646

Schedule 5

Specified Intellectual Property

Proprietor: Glass's Information Services Limited:

Reg. No.	Mark	Filing Date	Status
EU011840329	GlassNet-TradeAlerts	23.05.2013	Registered
EU012143228	GLASS'S	16.09.2013	Registered
EU012661526	GLASSESALVA GE	04.03.2014	Registered
UK00001448827	GLASS'S	28.11.1990	Registered
UK00002030738	GLASSMATIX	17.08.1995	Registered
UK00002113766		24.10.1996	Registered
UK00002112093	BODYMASTER	05.10.1996	Registered
UK00002148054	Virtual Showroom	14.10.1997	Registered
UK00002181748	BodyMaster	10.11.1998	Registered
UK00002182646	Glass's PartBase	20.11.1998	Registered
UK00002199816	e-Salvage	09.06.1999	Registered
UK00002228309	AUTOWIRED	05.04.2000	Registered
UK00002280660	GLASSMATIX.NET	14.11.2001	Registered
UK00002290164	GLASS'S MIDAS	16.01.2002	Registered
EU012422218	GlassNet Radar	12.12.2013	Registered
UK00002583994	LEAD DRIVER	08.06.2011	Registered
UK00003012524	GlassFore Cast	03.07.2013	Registered
UK00003022252	Glass Market Value Assessor	16.09.2013	Registered
UK00003022254	GlassAnalyser	19.09.2013	Registered
UK00002030778	GLASSIMAGE	17.08.1995	Registered
UK00001448824	GLASSMATIX	28.11.1990	Registered
UK00002303773	GLASS'S FORECAST	27.06.2002	Registered

UK00002315984	GLASS'S REFORECASTER	15.01.2002	Registered
UK00002330913	GLASS'S CAR TO MARKET	30.04.2003	Registered
UK00002330914	GLASS'S MARKET INTELLIGENCE	30.04.2003	Registered
UK00002330915	GLASS'S MARKET INSIGHT	20.04.2003	Registered
UK00002425331	GLASS'S VALUE ASSESSOR	23.06.2006	Registered
UK000024437953	GLASS'S STOCK PROFILE INTELLIGENCE	01.11.2006	Registered
UK00002450084	GLASSNET	20.03.2007	Registered
UK00002526301	GLASSGUIDE	13.05.2009	Registered

Proprietor: Autovista Group Limited:

None as at the date of this Deed.

Proprietor: Candle Newco UK Limited:

None as at the date of this Deed.

Execution pages to Deed of Accession and Charge

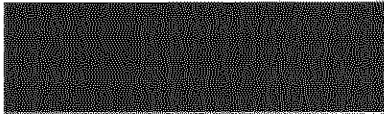
THE NEW CHARGORS

Executed as a
Deed by **Autovista Group Limited**
(pursuant to a resolution of its Board
of Directors) acting by: GILES CATRON

)
)
)
) Director

in the presence of:

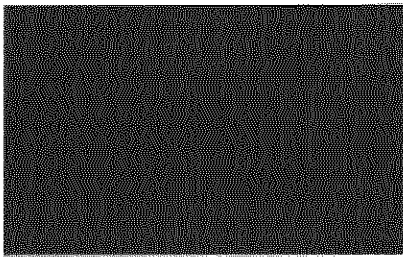
Signature of witness:



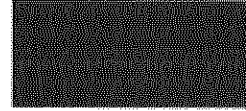
Name of witness:

SAMUEL KEATES

Address of witness:



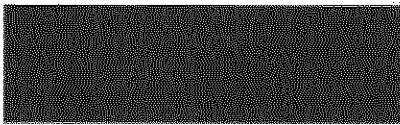
Executed as a)
Deed by Glass's Information Services)
Limited (pursuant to a resolution of its Board)
of Directors) acting by: *John Evans*)



Director

in the presence of:

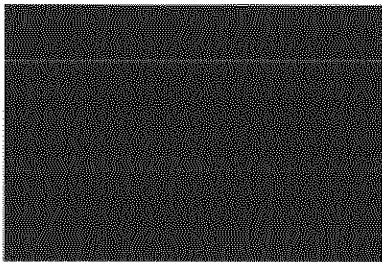
Signature of witness:



Name of witness:

SAMUEL KEATES

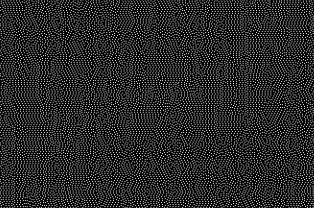
Address of witness:



)
)
)
) Director



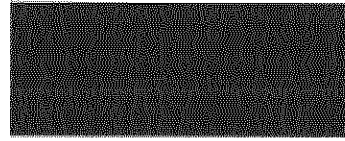
SAMUEL KEATES



THE COMPANY

Executed as a
Deed by **Autovista Holdco UK Limited**
(pursuant to a resolution of its Board
of Directors) acting by: GILES CATRON

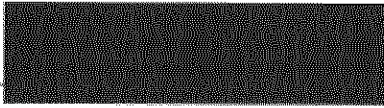
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Director

in the presence of:

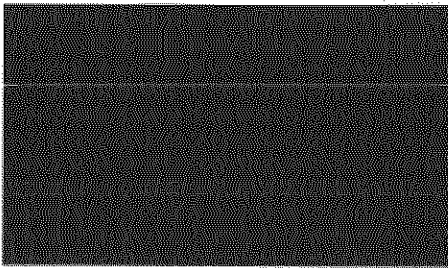
Signature of witness:



Name of witness:

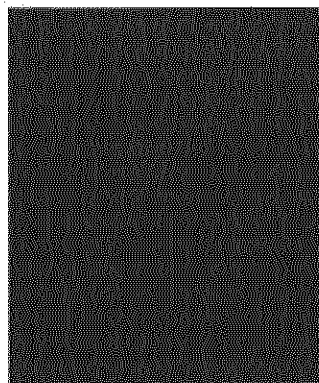
SAMUEL KEATES

Address of witness:



THE SECURITY AGENT

Signed by
for and on behalf of
GLAS Trust Corporation Limited



Anthony Stanford
Transaction Manager

Signatory