



Registration of a Charge

Company name: **ROANZA LIMITED**

Company number: **08865644**



X87AN4IB

Received for Electronic Filing: **10/06/2019**

Details of Charge

Date of creation: **06/06/2019**

Charge code: **0886 5644 0005**

Persons entitled: **LIBERTY LEASING LIMITED**

Brief description:

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **K WARDER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8865644

Charge code: 0886 5644 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2019 and created by ROANZA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2019 .

Given at Companies House, Cardiff on 11th June 2019

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

TERMS OF THE SUPPLEMENTAL CHATTEL MORTGAGE

THIS DEED OF SUPPLEMENTAL CHATTEL MORTGAGE is made on the date shown in the schedule above

(1) the Company, the company described as the Company in the Schedule, and
(2) LIBERTY, LIBERTY LEASING LTD (registered in England & Wales with company number 4803043) of Liberty House, Brook Avenue, Warsash, Southampton, Hampshire SO31 9HP

In this Deed the following terms have the meanings respectively given to them.
the Assets means the plant, machinery, equipment, vehicles or other assets described in the Schedule and includes any and each of them where there are more than one;
Assurance means any guarantee, indemnity or other security in respect of this Company or its liabilities; or a holding company, subsidiary or subsidiary of a holding company; such terms being given the definitions in section 726 of the Companies Act 1985; or an associate as defined by section 435 of the Insolvency Act 1986 and in the case of LIBERTY any person connected or associated with LIBERTY and which LIBERTY may from time to time nominate as being an Associate of LIBERTY for the purpose of this Deed (including without limitation, and without any requirement for prior notification, any present or future holding company or subsidiary of LIBERTY and any subsidiary of any such holding company or any other persons so defined);
Business Day means any day other than a Saturday, Sunday or English Bank Holiday;

Charged Property means the Non-Vesting Assets and any other rights and interests mortgaged or charged to LIBERTY pursuant to the terms of this Deed and includes any part of them;
Lease Purchase Agreement means the lease purchase agreement entered into on or about the date of this Deed in respect of the Assets;

Non-Vesting Assets means all or any of the Assets which are to be or have previously been sold by the Company to LIBERTY and where, for whatever reason, title to the Asset or Assets concerned falls to or has been failed to vest absolutely and effectively in LIBERTY;

Receiver means a receiver or receivers appointed under this Deed; and
Secured Obligations means all of the monies, obligations and liabilities of the Company described in clause 2 or arising under any of the other clauses of this Deed;

2. Agreement by the Company to Pay LIBERTY
The Company covenants that it will pay to LIBERTY on demand and without deduction or set off all monies now or from time to time due, owing or incurred by the Company to LIBERTY including but not limited to under or pursuant to the Lease Purchase Agreement or in respect of the Transaction and all other monies, and liabilities (covenanted to be paid under the Deed or arising under any other financial agreement of any kind entered into between LIBERTY and the Company and whether solely as principal or as surety, whether alone or jointly and/or severally, whether created or not, whether monetary or non-monetary, actual or contingent and liquidated or unliquidated).

3. Security
3.1 As security for the Secured Obligations, the Company will full title guarantee against LIBERTY by way of security of all of the right, title and interest in the Non-Vesting Assets together with the benefit of all existing guarantees, warranties, and servicing and maintenance agreements and intellectual property rights (whether or not to which it is entitled) relating to the Assets;
3.2 Upon LIBERTY being satisfied that all of the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, at the request of the Company and on payment of a redemption administrative fee of £130, the Company will transfer the Non-Vesting Assets and the other assets and rights referred to in clause 3.1;

3.3 As further security for the Secured Obligations, the Company with full title guarantee charges in favour of LIBERTY by way of fixed chargeable charge:
3.3.1 all Non-Vesting Assets which are not owned by either LIBERTY or the Company on the date of this Deed and which the Company subsequently acquires;
3.3.2 all future guarantees, warranties and servicing and maintenance agreements to which it becomes entitled in relation to the Assets; and
3.3.3 the benefit of all insurances relating to the Assets (including all claims and returns of premium);

4. Covenants by the Company
The Company covenants with LIBERTY as follows:
4.1 To comply in respect of the Non-Vesting Assets with all of the covenants, warranties and indemnities set out in the Lease Purchase Agreement or in repeated mutatis mutandis, in this clause 4.1;
4.2 Not to grant or permit to be created any further mortgage, charge, pledge, assignment or encumbrance of or over the Charged Property (including any charge of land on which the Non-Vesting Assets may be situated other than in favour of LIBERTY, or to sell, let, hire, part with possession of or otherwise dispose of the Non-Vesting Assets or any interest therein or to attempt to do any of such things or to do or omit to do anything which could in any way prejudice the security of LIBERTY under this Deed in such and every case without having first obtained the express written consent of LIBERTY;

4.3 Not without the prior written consent of LIBERTY to permit the Non-Vesting Assets to become affected to, or otherwise connected with, any lien or liability to the Non-Vesting Assets which would be a fixture; As between LIBERTY and the Company the Non-Vesting Assets will remain personal movable property;
4.4 To obtain from any landlord of the premises at which the Non-Vesting Assets may from time to time be situated on anything other than a lease which has a waiver in a form acceptable to LIBERTY or, if it is not acceptable, to LIBERTY's option, to obtain a formal waiver from the landlord, to the landlord of such premises notice of the security created by this Deed in a form acceptable to LIBERTY;

4.5 To pay and discharge as they fall due all debts, liabilities and damages (whenever they have given or may give rise to fees or or claim) enforceable against the Non-Vesting Assets whether in contract or otherwise and in the event of the retention of the Non-Vesting Assets in the exercise or purported exercise of any such lien or claim, to procure the release of the same from such detention immediately upon receiving notice of it, if the Company fails to comply with this covenant then LIBERTY may do so at the expense of the Company which shall form part of the Secured Obligations;
4.6 To confirm the location of the Non-Vesting Assets upon being requested to do so by LIBERTY and, in any event, not to permit the Non-Vesting Assets to be taken outside Great Britain;

5. Default by the Company in repair and insurance
5.1 If at any time the Company shall not keep the Non-Vesting Assets in such state of repair as specified in the Lease Purchase Agreement (and as incorporated by reference by clause 4.1 of this Deed), LIBERTY may, but without being under any obligation to do so, put or keep the Non-Vesting Assets in repair (but not being obliged to enter onto any premises at which the Assets are located) for that purpose;

5.2 If at any time the Company does not effect or keep up such insurance as specified in the Lease Purchase Agreement or produce a copy of the policy and evidence of premiums having been paid up to date on demand then LIBERTY may (but without being under any obligation to do so) insure and keep the Non-Vesting Assets insured in any such form and terms as it deems appropriate, which amount will be immediately payable by the Company and will form part of the Secured Obligations;
5.3 If the Company shall fail or refuse to follow on demand as specified above the policy or policies or current premium payments in respect of the Non-Vesting Assets, LIBERTY shall be entitled to assume that the Company has made default in insuring them in accordance with the requirements of this Deed;

6. Power of sale and exclusion of Law of Property Act provisions
6.1 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by the Deed each and on the date of this Deed and shall be immediately exercisable at any time after a notice demanding payment of any debt or other sum payable by any monies secured by this Deed shall have been served by LIBERTY on the Company or a Receiver has been appointed under this Deed;

6.2 Section 99 of the Law of Property Act 1925 shall not apply to this Deed and any sale may be made on such terms as LIBERTY or any Receiver may think fit, without shall the restriction on the right of consideration in section 99 of the Law of Property Act 1925 apply to this Deed;

7. Appointment of receiver and enforcement
7.1 At any time after LIBERTY shall have demanded payment of any money or liability secured by this Deed LIBERTY may (in writing) appoint any person or persons to be a Receiver (with power to appoint any joint Receiver to exercise any power independently of any other joint Receiver) and may remove any Receiver and appoint another or others in his or their place. Following such demand (whether or not a Receiver has been appointed) LIBERTY and any Receiver shall have the following powers without the need of any court order or appointment in possession:

7.1.1 To take possession of and get in the Charged Property and/or to take steps to take any proceedings in the name of the Company or otherwise as they may see fit in relation to the Charged Property and/or to take any steps to enforce the Secured Obligations for the sums payable in respect of the Charged Property and any claim outstanding in any way in respect of the Charged Property and to initiate such proceedings as LIBERTY or the Receiver may think fit;

7.1.2 To carry on, manage or control in carrying on and managing the business of the Company or any part of it so far as the same relates to the Charged Property, to perform any obligations of the Company relating to such matters, to exercise all rights, duties and powers of the Company in connection with the Charged Property, to receive and defend legal proceedings, to give and receive notice, to raise or borrow any money that may be required upon the security of the whole or any part of the Charged Property;

7.1.3 Without the restrictions imposed by section 103 of the Law of Property Act 1925, to sell or convert or selling, exchange, lease, hire, charge, licence, sell, or collect and convert into money or otherwise dispose of the Charged Property in such manner as LIBERTY or any Receiver may think fit, to use the same for any purpose that LIBERTY or the Receiver may think fit;

7.1.4 To make any arrangement or compromise which LIBERTY or any Receiver shall think appropriate;
7.1.5 To appoint managers, agents, officers, employees and workmen for any of the purposes described in this clause 7.1 or to appoint or protect the Non-Vesting Assets at such value and for any periods as LIBERTY or any Receiver may determine;

7.1.6 To lease and sell the Non-Vesting Assets separately from any property to which they may be annexed;
7.1.7 To do all such other acts and things as may be considered to be necessary for the carrying out of the purposes or powers described in this clause 7.1 and which any Receiver lawfully may or can do as agent for the Company or which LIBERTY lawfully may or can do as manager;

8. Security
8.1 In the case of a Receiver to do anything or exercise any power which LIBERTY could do or exercise as mortgagee;
8.1.5 To exercise all powers or powers in relation to the Charged Property which are or would be exercisable by an administrative receiver and which are set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver and without being restricted in any way by any of the other provisions of this clause 7.1;

8.2 All monies received by LIBERTY or by any Receiver shall be applied firstly in payment of the Secured Obligations and the costs of relations (including all costs incurred directly or indirectly in the exercise of the powers conferred by this Deed) and secondly in payment of the costs of relations (including all costs incurred directly or indirectly in the exercise of the powers conferred by this Deed) and thirdly in payment of the costs of relations (including all costs incurred directly or indirectly in the exercise of the powers conferred by this Deed) and finally in payment of the costs of relations (including all costs incurred directly or indirectly in the exercise of the powers conferred by this Deed);

8.3 Any Receiver shall be deemed to be the agent or agent of the Company and the Company shall be solely responsible for his or their acts or defaults and for his or their remuneration, which LIBERTY may from time to time fix. Such agency shall continue until the Company shall or this Deed and thereafter any Receiver shall act as principal and not as the agent of the Company;

8.4 Neither LIBERTY nor any Receiver shall be under any obligation to do anything to enforce the obligations of any person, and shall not be liable to the Company for any act or omission done by himself or to do;

8.5 If any Receiver shall in the exercise of his powers and authorities and directions conform to the directions and regulations from time to time given and made by LIBERTY then LIBERTY shall not be responsible for any loss occasioned as a result;

8.6 To purchase, mortgage or other person dealing with LIBERTY or any Receiver shall be deemed to acquire whether any power specified or purported to be exercised by it or her has become exercisable or whether any money & due on the security of this Deed or is to the property or realty of any sale by or other dealing with LIBERTY or any Receiver but any such sale or dealing shall be deemed to be within the powers conferred by this Deed and be valid and effectual accordingly;

9. Continuing security
9.1 This security shall be a continuing security and shall not be considered satisfied, discharged or redeemed by any intermediate payment or satisfaction of the whole or any part of the monies and obligations due, owing or incurred to LIBERTY by the Company;

9.2 The security created by the Deed is in addition to any other security or securities which LIBERTY now holds or may from time to time acquire from the Company or any other person and all rights, remedies and powers of LIBERTY under this Deed will be in addition to and shall not limit those conferred on LIBERTY by any other agreement or implied by law;

10. Notice of subsequent assignment or charge
10.1 If LIBERTY receives notice of any subsequent assignment, charge or other security interest affecting the Charged Property then LIBERTY may on a new account or accounts for the Company, if LIBERTY does not see a new account 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 LIBERTY shall be treated as having been credited to the new account, and shall not operate to reduce the amount due from the Company to LIBERTY at the time when it received such notice;

11. Power of attorney and covenant for further assurance
11.1 As security for the performance of its obligations and liabilities under this Deed the Company irrevocably appoints each of the persons specified in clause 10.2 jointly to be the attorney of the Company and to be lawful and to sign, to do and to execute and deliver in the name of the Company all deeds and documents and perform all acts which may be required by the Company under this Deed and after a demand has been served on the Company for payment of the Secured Obligations by the Deed, LIBERTY or any Receiver require it to do so in order to facilitate the enforcement of the security created by this Deed or in relation to the Charged Property. Any such attorney will only exercise their respective rights under this clause 10.2 after demand for payment of the Secured Obligations has been made. This will include payment of any insurance premium and all other sums covenanted to be paid by the Company in third parties under the terms of this Deed which will not be recoverable by LIBERTY from the Company and shall form part of the liabilities secured by this Deed;

11.2 The persons referred to in clause 10.2, as LIBERTY or any person nominated in writing under the hand of any director or officer of LIBERTY and any Receiver;

11.3 The Company undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as LIBERTY or any Receiver may consider necessary or desirable for the purpose of vesting in LIBERTY or in the Receiver title to the Non-Vesting Assets (including assignments by way of security of any of the monies secured by clause 2.3 and notice of assignment in relation to those insurances) or otherwise perfecting or enforcing the security of LIBERTY under the terms of this Deed;

11. Exclusion of liability
11.1 LIBERTY, any Receiver, delegates and sub-delegates shall not be liable to account to the Company for anything except LIBERTY's own actual neglect or default or for any loss or damage arising from any negligence by LIBERTY, any Receiver, delegates or sub-delegates of the Charged Property, or for any act, default, omission or negligence of any of the same in relation to the Charged Property;

11.2 Nothing in this clause 11 shall exclude or limit liability for or remediate arising in the event of fraud;

12. Payments
All payment by the Company shall be made free and clear of any restriction, condition, set off, counterclaim, deduction, withholding of any kind (including subject to the next sentence) and in any such deduction or withholding is required by law to be made from any such payment, the Company shall pay in the same manner and at the same time such additional amounts as will result in receipt by LIBERTY of such amount as would have been received by LIBERTY had no such deduction or withholding been required to be made. The time of punctual payment shall be of the essence.

13. Indemnity
The Company agrees to pay to LIBERTY on demand all costs, charges and expenses (including legal costs on a full indemnity basis) incurred in any way by reason of any breach of this Deed by the Company, in obtaining any advice and taking any action which LIBERTY, in its absolute discretion considers necessary, to protect, defend or assert its interest in and any rights it may have over the Charged Property or otherwise in exercise of the powers and rights under this Deed or to obtain payment of any sum due to it whether under this Deed or any ancillary documentation or otherwise or any matter connected with the Charged Property, this Deed or any ancillary documentation, including without limitation, the Lease Purchase Agreement, the Lease, including the whereabouts of the Charged Property and any director of the Company and/or any person or persons connected with the Charged Property and absolutely and without derogation to the generality of the foregoing indemnify LIBERTY against all costs and expenses (including legal costs) incurred by the damage or injury suffered by any person or company directly or indirectly as a result of the presence, non-presence, use, removal or replacement of the Charged Property;

14. Service of notices
14.1 A notice (including any writ or summons) may be served by LIBERTY or any Receiver on the Company by sending it by post through the post in a prepaid letter addressed to the Company at the last known address of the Company or to the Company's registered office for the time being. Any notice served by post shall be deemed to have been served at 10am on the day following (or if that day is a Sunday then on the Monday immediately after) that on which it is posted, unless the notice shall be posted after the time at which the post office closes on a weekday in which case it shall be deemed to be served at 10am on the second day following. In proving service of any such notice it shall be sufficient to prove that the notice was posted in such a prepaid letter addressed and posted to the Company shall be effective notwithstanding that it is returned undelivered;

14.2 Any notice served personally on the Company in accordance with Clause 14.1 will be deemed to be served on the day when it is received at such place as is described in Clause 14.1. The methods of service described in Clause 14.1 will not affect the validity of any other effective method of service;

15. Disclosure
LIBERTY may disclose and supply any information relating to the Company and to the matters referred to in this Deed to any bank, registrar or credit reference agency to any other mortgagee of the Assets and to any other company or person associated with LIBERTY for the purposes of the business of LIBERTY;

16. Indemnity
No delay or omission of LIBERTY to exercise any right or power granted by this Deed shall impair any such right or power to be exercised as a matter of course or acquiescence or any default by the Company nor express waiver given by LIBERTY in relation to any default by the Company shall prejudice the rights of LIBERTY under the Deed. The granting of any consent by LIBERTY will not prejudice the right of LIBERTY to grant or withhold as it thinks fit, its consent to anything similar;

17. Assignment and transfer
LIBERTY shall be entitled to assign its interest in this Deed and its rights against the Company to such person or persons. The Company shall be obliged to assign its interest in this Deed or its rights against LIBERTY, LIBERTY may also transfer the benefit of the security created by this Deed and the rights of LIBERTY under this Deed to any other person (the Transferee). Following service of notice to the Company and the Transferee, the Transferee may enforce the security created by this Deed and the rights of LIBERTY against the Company as if the Transferee had been named in place of or alongside LIBERTY;

18. No prejudice to Lease Purchase Agreement
Nothing in this Deed prejudices or affects the terms of the Lease Purchase Agreement. The Company agrees that it will comply with the terms of the Lease Purchase Agreement in all respects and irrespective of whether all or any of the Assets are Non-Vesting Assets and accordingly irrespective of whether LIBERTY does or does not have title to the Assets as purportedly held to the Company under the terms of the Lease Purchase Agreement. The Company will not be entitled to make any claim against LIBERTY or to be repaid any payment made to LIBERTY under the Lease Purchase Agreement in respect of any Non-Vesting Assets;

19. Severance
If any provision (or part) of this Deed shall be found by a court or competent authority to be void or unenforceable, the invalidity or unenforceability of that provision (or the part concerned) shall not affect the other provisions of this Deed (including the part of the provision not affected which shall remain in full force and effect);

20. Applicable law and jurisdiction
English law is applicable to this Deed and, for the exclusive benefit of LIBERTY the English Courts shall have jurisdiction, but shall not prevent LIBERTY from enforcing such rights as it may have under the laws of other countries and in the courts of such countries;

21. Construction
21.1 In this Deed:
21.1.1 References to any statute or to that statute as amended from time to time, substituted or consolidated;
21.1.2 References to any agreement or document shall be construed as referring to such agreement or document as the same may have been, may from time to time be, or may be varied, supplemented, modified or assigned;

21.1.3 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa, and references to any gender include any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

21.2 The words above shall form part of this Deed

EXECUTED AND DELIVERED as a DEED by the Company and signed on behalf of LIBERTY on the date first above written in witness of the Company's execution;

Registered in England & Wales: 04302060

Liberty Leasing Limited is authorised and regulated by the Financial Conduct Authority for the purposes of credit-related regulated activities (including leasing)

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

023 8045 6565 023 8045 3030 info@libertyleasing.co.uk www.libertyleasing.co.uk

SUPPLEMENTAL CHATTEL MORTGAGE

Liberty Leasing Ltd Liberty House, Brook Avenue, Warrash, Southampton, Hampshire SO31 9HP	Co Reg No 04302060
	AGREEMENT No. 9437/LL

SCHEDULE (which forms part of this Deed of Supplemental Chattel Mortgage)

PARTICULARS OF COMPANY	
Company Name ("the Company") ROANZA LIMITED	Company Reg. No. 08865644
Full names of Directors ROY REED & MICHAEL JONES	
Address of Company THE ENZA BUILDING LEACROFT ROAD WARRINGTON Post Code WAG6NN Telephone 01925847100	
Siting Address (if different)	

PARTICULARS OF GOODS Please describe in full	Registration number	Chassis Number	Serial Number / Engine Number	Date of manufacture / first registration
AS PER ATTACHED SCHEDULE OF GOODS				

SIGNATURES	
WITNESS TO THE COMPANY'S SIGNATURE	To: Liberty Leasing Ltd
Signature <i>P. Marshall</i>	Before we signed this Deed of Supplemental Chattel Mortgage, all the details requiring completion were completed to our satisfaction. We have read and understood the Terms of the Deed set out below.
Name <i>PAUL MARSHALL</i>	EXECUTED and DELIVERED as a DEED on _____
Address <i>18 HARWORTH RD ST HELENS WA9 5FX</i>	by The Company acting by its authorised offices:
Occupation <i>DIRECTOR</i>	<i>W. M. Jones</i> Director
Signature for and on behalf of Liberty Leasing Ltd	Company Secretary/Director
Date <i>6/6/19</i>	Director's full name in block capitals: MICHAEL JONES
	Director's/Secretary's full name in block capitals
	The Signatories warrant that they have authority to bind the Company to this Deed.

CERTIFICATE OF RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY

Minutes of a meeting of the Directors properly convened and held on 5/6/19 at

(Address) LEACROFT ROAD WARRINGTON WAG6NN

It was reported to the meeting that:

- (1) A quorum of directors was present and the meeting had been properly convened.
- (2) It is proposed that LIBERTY LEASING LTD ("LIBERTY") will purchase certain goods (as detailed in the attached supplemental chattel mortgage document "the Goods") from the Company and that the Company and LIBERTY will then enter into a lease purchase agreement in order for the Goods to be hired back to the Company. These proposed arrangements are referred to as "the Transaction" in these minutes. The form of the proposed lease purchase agreement was then produced to the meeting ("the Lease Purchase Agreement").
- (3) It is a condition of the Transaction that the Company enters into a supplemental chattel mortgage in order for LIBERTY to receive a first ranking mortgage over any Goods where title fails to vest absolutely and effectively in LIBERTY for any reason (the Non-Vesting Goods") and certain assets and rights related to the Goods and any Non-Vesting Goods (together with the Non-Vesting Goods, "the Assets"). The form of the proposed supplemental chattel mortgage was produced to the meeting ("the Supplemental Chattel Mortgage"). It was noted that the Supplemental Chattel Mortgage will be as security for all monies and liabilities now and from time to time in the future owing to LIBERTY.

Each director confirmed that he or she has no interest in any of the matters covered above and in the proposed resolutions which is required to be disclosed for the purposes of the Articles of Association of the Company or any other reason other than by virtue of having granted any guarantee or indemnity to LIBERTY in respect of the obligations of the Company to LIBERTY or being a director or shareholder in any company which has given any such guarantee or indemnity.

IT WAS RESOLVED

1. That the Company shall enter into the Transaction with LIBERTY and mortgage its right, title and interest in the Assets (if any) to LIBERTY as security under the terms of the Supplemental Chattel Mortgage in the form produced to the meeting or with such amendments as any officer may approve.
2. That the Company should execute and deliver to LIBERTY the Lease Purchase Agreement under hand and the Supplemental Chattel Mortgage as a deed each in the form produced to the meeting or with such amendments as any officer may approve.
3. That any officer from time to time of the Company be irrevocably authorised to negotiate and commit the Company to any variation of the terms of the Lease Purchase Agreement and the Supplemental Chattel Mortgage, and to execute under hand on behalf of the Company any variation of the terms of the Lease Purchase Agreement.
4. That the entry of the Transaction, the Lease Purchase Agreement and the Supplemental Chattel Mortgage is in the commercial interests of the Company and within the objects of the Company as stated in its Memorandum of Association, and that the granting of the security and other rights under the Supplemental Chattel Mortgage will be for the benefit of the Company and its businesses.
5. That the Company is solvent and that the Transaction will not result in the Company being unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.
6. That the Company Secretary file the necessary forms at Companies House and update the Company's charges register.

TO: LIBERTY LEASING LTD

WE CERTIFY that the above is a true copy of the Resolution of the Board of Directors of the Company; and that the deed of Supplemental Chattel Mortgage attached to this certificate is in the form of the deed presented to and approved by the meeting; that the obligations in the Supplemental Chattel Mortgage and Lease Purchase Agreement will be binding upon the Company; that were dated on the same date on which they were signed; that the Memorandum and Articles of Association of the Company in force at such date and other particulars of the Company and its directors and secretary are those filed at the Companies House on the date which is 30 days before the date of this certificate and will not change during the 30 days after the date of this certificate; and that the Company has not granted any charge or similar which was not registered at Companies House within 30 days prior to such date and will not do so during the 30 days after the date of the certificate.

Signature *W. M. Jones*

Position in relation to the Company FINANCE DIRECTOR

Name of Signatory MICHAEL JONES Date 5/6/19

SCHEDULE OF GOODS

This is the Schedule of Goods referred to in the agreement between
LIBERTY LEASING LTD and ROANZA LTD

Dated : 6/6/19

Agreement number : 9437/LL

Particulars of Goods:

Serial/Reg No:

Mercedes X-Class X250D
Chassis No: WDF4702312G032238
D.o.R: 31/05/2019

DC19 BVN

Mercedes X-Class X250D
Chassis No: WDF4702312G032392
D.o.R: 31/05/2019

DC19 BVO

Mercedes X-Class X250D
Chassis No: WDF4702312G032313
D.o.R: 31/05/2019

DC19 BVP

Mercedes X-Class X250D
Chassis No: WDF4702312G032259
D.o.R: 31/05/2019

DC19 BVR

Mercedes X-Class X250D
Chassis No: WDF4702312G032265
D.o.R: 31/05/2019

DC19 BVS

Mercedes X-Class X250D
Chassis No: WDF4702312G032367
D.o.R: 31/05/2019

DC19 BVT

Mercedes X-Class X250D
Chassis No: WDF4702312G032438
D.o.R: 31/05/2019

DC19 BVU

Mercedes X-Class X250D
Chassis No: WDF4702312G032277
D.o.R: 31/05/2019

DC19 BVV

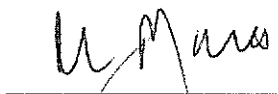
Mercedes X-Class X250D
Chassis No: WDF4702312G032416
D.o.R: 31/05/2019

DC19 BVW

Mercedes X-Class X250D
Chassis No: WDF4702312G032350
D.o.R: 31/05/2019

DC19 BVX

Signature:



Name of signatory:

MICHAEL JONES

Position:

FINANCE DIRECTOR

Witness signature:



Witness name (in capitals):

Paul Manshi

Witness address:

18 Hainworth Rd
ST. LIECENS
WA9 5FX