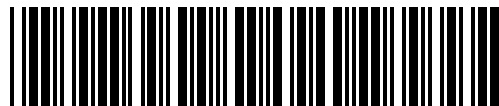




Registration of a Charge

Company Name: **TAGGARTS MOTOR GROUP LTD.**

Company Number: **SC010868**



Received for filing in Electronic Format on the: **14/05/2021**

XA4GD6MA

Details of Charge

Date of creation: **11/05/2021**

Charge code: **SC01 0868 0024**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED WITHIN)**

Brief description:

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10868

Charge code: SC01 0868 0024

The Registrar of Companies for Scotland hereby certifies that a charge dated 11th May 2021 and created by TAGGARTS MOTOR GROUP LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2021 .

Given at Companies House, Edinburgh on 14th May 2021

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**

DATE: 11 May 2021

FLOATING CHARGE

Between

TAGGARTS MOTOR GROUP LTD.
(as Chargor)

and

NATWEST MARKETS PLC
(as Security Trustee)

CMS Cameron McKenna Nabarro Olswang LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN
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F +44 131 228 8888
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THIS CHARGE is delivered on the ...11th day of ...May..... 2021 and made

BETWEEN:

- (1) **TAGGARTS MOTOR GROUP LTD.** incorporated in Scotland with company number SC010868 (the “Chargor”);

in favour of:

- (2) **NATWEST MARKETS PLC** as security trustee for the Secured Parties (as defined below) (the “Security Trustee”).

WHEREAS:

- (A) The Chargor enters into this Charge in connection with an amendment and restatement agreement dated on or around the date of this Charge and made between amongst others, (1) Lookers plc (the “Company”) and (2) The Royal Bank of Scotland plc amending and restating a facilities agreement (the “Facilities Agreement”) originally dated 14 September 2006 and made between, amongst others, (1) the Company, (2) the subsidiaries of the Company listed in part 1 of schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Company listed in part 1 of schedule 1 to the Facilities Agreement as original guarantors, (4) The Royal Bank of Scotland plc as agent of the other Finance Parties and (5) the Security Trustee (as amended and amended and restated from time to time).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Facilities Agreement shall, unless otherwise defined in this Charge, have the same meanings when used in this Charge and in addition in this Charge:

“**Charged Property**” means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Charge;

“**Declared Default**” means an Event of Default which is continuing and in respect of which any notice has been issued or rights exercised by the Agent under clause 28.26 (Acceleration) of the Facilities Agreement, **provided that** any notice or exercise of rights by the Agent solely in relation to an Ancillary Facility shall not constitute a Declared Default.

“**Delegate**”: means any person appointed by the Security Trustee or any Receiver pursuant to clauses 9.2 to 9.4 (*Delegation*) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate;

“**Expenses**”: means all costs (including legal fees), charges, and expenses sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Charge or in protecting, preserving, defending or enforcing the security constituted by this Charge or in exercising any rights, powers or remedies provided by or pursuant to this Charge (including any right or power to make payments on behalf of the Chargor under the terms of this Charge) or by law in each case on a full indemnity basis;

“Intercreditor Deed”: means the intercreditor agreement deed dated 29 May 2009 between, inter alios, the Company and the Security Trustee, and certain others (as amended on 25 June 2009 and 13 September 2017 and as amended and restated on 20 December 2020);

“Liability Period” means the period beginning on the date of this Charge and ending on the date on which the Security Trustee is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

“Pension Secured Liabilities”: has the meaning given to that term in the Intercreditor Deed;

“Party” means a party to this Charge;

“Premises” all buildings and erections from time to time situated on or forming part of any Real Property;

“Real Property” means:

- (a) any freehold, heritable, commonhold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, commonhold, leasehold or immoveable property,

and **“Real Properties”** shall be construed accordingly;

“Receiver” means a receiver or administrative receiver in each case appointed under this Charge;

“Secured Liabilities” means all present and future indebtedness, moneys, obligations and liabilities of each Obligor and the Chargor to the Secured Parties under the Secured Documents (including this Charge) and the Pension Secured Liabilities, in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Secured Documents, together with all Expenses and all interest under clause 2.2 (*Interest*).

“Secured Documents”: has the meaning given to that term in the Intercreditor Deed; and

“Secured Parties”: has the meaning given to that term in the Intercreditor Deed.

Construction

1.2 Any reference in this Charge to:

- 1.2.1 the **“Security Trustee”**, the **“Chargor”**, any **“Secured Party”**, the **“Company”**, any **“Obligor”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, shall include any person for the time being appointed as security trustee pursuant to the Facilities Agreement;
- 1.2.2 **“assets”** includes present and future properties, Real Properties, revenues and rights of every description;
- 1.2.3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

- 1.2.5 a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
 - 1.2.6 a provision of law is a reference to that provision as amended or re-enacted.
- 1.3 Clause and schedule headings are for ease of reference only.
- 1.4 Any reference in this Charge to a mortgage, standard security, charge, assignment or assignation of any asset shall be construed so as to include:
 - 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.4.3 in respect of any Real Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that Real Property.
- 1.5 Any reference in this Charge to “**this Charge**” shall be deemed to be a reference to this Charge as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Charge as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Charge to a “**clause**” or a “**schedule**” is, unless otherwise provided, a reference to a clause or a schedule of this Charge.
- 1.6 Any reference in this Charge to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, extended novated or assigned (however fundamentally), whether or not as a result of any of the same:
 - 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.8 Where any provision of this Charge is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.

- 1.9 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Charge.

Date of Delivery

- 1.10 This Charge is intended to take effect after its execution by the Chargor from the date of delivery of this Charge as evidenced by the date inserted at the start of this Charge.

Third Party Rights

- 1.11 Unless expressly provided to the contrary in a Finance Document, this Charge does not confer on any person other than the Parties any right to enforce or otherwise invoke any term of this Charge under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise.
- 1.12 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Charge at any time.
- 1.13 Any Receiver or Delegate may enforce or enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.12 above and the provisions of the Contract (Third Party Rights) (Scotland) Act 2017.

2. COVENANT TO PAY

Bond

- 2.1 The Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 The Chargor covenants with the Security Trustee to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in clause 14.4 (*Default Interest*) of the Facilities Agreement, provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. FLOATING CHARGE

Creation of Floating Charge

- 3.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, hereby grants a floating charge in favour of the Security Trustee (as trustee for the Secured Parties) over the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor.

Qualifying Floating Charge

- 3.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 3.1 (*Creation of Floating Charge*).

Ranking

- 3.3 In the event that the Chargor grants any Security after its execution of this Charge in breach of clause 5.2 (*Negative Pledge*) the floating charge created by clause 3.1 shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any such security.

4. FURTHER ASSURANCE

Further Assurance

- 4.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments in security, transfers, mortgages, charges, pledges, standard securities notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:
- 4.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment in security, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
 - 4.1.2 confer on the Security Trustee Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Charge;
 - 4.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Charge or by law; and/or
 - 4.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property.

Necessary Action

- 4.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Charge.

5. UNDERTAKINGS

General

- 5.1 The undertakings in this clause 5 remain in force from the date of this Charge for so long as any amount is outstanding under this Charge.

Negative Pledge

- 5.2 The Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clause 27.12 (*Negative pledge*) of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Facilities Agreement.

Restriction on Disposals

- 5.3 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by the Chargor at the date of this Charge) of any Charged Property which

is subject only to the floating charge created by clause 3.1 (*Creation of Floating Charge*) or as expressly permitted under the Facilities Agreement.

Access

- 5.4 The Chargor shall permit the Security Trustee and any other person nominated by it free access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as creditor, heritable creditor or mortgagee in possession).

Not Jeopardise Security

- 5.5 The Chargor shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Charge, except to the extent expressly permitted by the terms of this Charge.

Landlord consent

- 5.6 If under the terms of any lease under which it holds an interest in any Real Property, the Chargor is not permitted to charge its interest in such Real Property without the consent of the landlord:

5.6.1 it undertakes promptly to make an application for landlord's consent to the creation of the floating charge contained in clause 3.1 (*Creation of Floating Charge*) and any charge to be created under clause 6 (*Further assurances*) shall use reasonable endeavours to obtain such consent as soon as possible and shall keep the Security Trustee informed of the progress of its negotiations with such landlord;

5.6.2 subject to clause 5.6.3:

- (a) no breach of clause 26.1 (*Authorisations*) of the Facilities Agreement nor any other representation in the Finance Documents shall occur by virtue of the Chargor's failure to have obtained such landlord's consent; and
- (b) if the landlord indicates in writing that it proposes to commence, or commences action of forfeiture of the lease, the Security Trustee shall release from such floating charge, the Chargor's interest in the lease;

5.6.3 clause 5.6.2(a) shall only apply where the Chargor has complied with its obligations under clause 5.6.1 but the landlord has not given the consent requested of it;

5.6.4 upon receipt by the Security Trustee of evidence in writing of the consent of the landlord to the creation and existence of the floating charge over the Chargor's interest in such lease, clause 5.6.2 shall cease to apply in respect of the relevant Charged Property.

Insurance

- 5.7 The Chargor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property (insofar as it is of an insurable nature) against:

5.7.1 loss or damage by fire or terrorist acts; and

5.7.2 other risks, perils and contingencies and in such amounts and on such terms as would be taken out by reasonably prudent persons carrying on the same or substantially similar business as that carried on by it.

- 5.8 All such insurances must be with reputable insurance company or underwriters and must be in a sum or sums not less than the replacement value of the Charged Property.
- 5.9 The Chargor shall promptly pay all premiums and other moneys payable under or in respect of each policy of insurance effected or maintained by it or any person on its behalf in accordance with clause 5.7 above and do all other things necessary to keep each such policy in full force and effect and shall, promptly upon reasonable request, produce to the Security Trustee receipts showing the payment of such moneys (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- 5.10 The Chargor shall, on reasonable request by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to any such insurance as is required by clause 5.7 above (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as the Chargor is entitled to obtain from the landlord under the terms of the relevant lease). Where, in the case of leasehold property, such insurance is effected by the landlord or the terms of the relevant lease require the landlord to effect insurance, the Chargor shall use all reasonable endeavours to enforce the covenants by its landlord relating to insurance contained in that lease (including any reinstatement covenants).
- 5.11 The Chargor shall not do or cause or permit to be done or, as the case may be, not done, or shall fail to disclose, any matter or thing which may make any such insurance as is required by clause 5.7 above void or voidable.
- 5.12 The Chargor shall (not more than once in every Financial Year unless an Event of Default is continuing), if requested by the Security Trustee, provide the Security Trustee with a list of all insurance policies maintained by the Chargor.

Remedying Insurance Defaults

- 5.13 If default shall be made by the Chargor in complying with clause 5.7 above, the Security Trustee may (but shall not be obliged to) effect or renew any such insurance as is required by that clause on such terms, in such name(s) and in such amount(s) as the Security Trustee reasonably considers appropriate. All moneys reasonably expended by the Security Trustee in so doing shall be reimbursed by the Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Proceeds of Insurance

- 5.14 All moneys received or receivable by the Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be applied in accordance with clause 11 (*Mandatory cancellation and prepayment*) of the Facilities Agreement.

Premises, Plant and Machinery

- 5.15 The Chargor shall at all times, to the Security Trustee's satisfaction (acting reasonably), repair and keep:
- 5.15.1 the Premises in good and substantial repair and condition; and
 - 5.15.2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition and shall, as and when necessary, renew and replace such

items when they shall become obsolete, worn out or destroyed with items of similar quality and of equal or greater value.

5.16 If default shall be made by the Chargor in complying with clause 5.15 above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in clause 5.22 below for this purpose. All moneys reasonably expended by the Security Trustee in taking any such steps shall be reimbursed by the Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

5.17 The Chargor shall not, without the prior written consent of the Security Trustee, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.

Real Property

5.18 The Chargor shall not, except as expressly permitted under the Facilities Agreement or with the prior written consent of the Security Trustee:

5.18.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Real Property; or

5.18.2 create any licence in respect of any Real Property, or let any person into occupation of, or share occupation of, any Real Property or grant any other proprietary or other right or interest in any Real Property.

5.19 The Chargor shall:

5.19.1 observe and perform all the material terms on its part contained in any lease or agreement for lease comprised within the Real Property; and

5.19.2 duly and punctually perform and observe and indemnify the Security Trustee for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Real Property.

5.20 The Chargor shall not enter into any onerous or restrictive covenants affecting the Real Property which would adversely affect the market value of such Real Property.

5.21 The Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Security Trustee and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Real Property or by the owner or occupier of its Real Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the Chargor to the Security Trustee or such Receiver or Delegate on demand and shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee or such Receiver or Delegate until reimbursed (after as well as before any judgment).

Remedying Real Property Defaults

- 5.22 In case of any default which is outstanding by the Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Real Property, the Chargor shall permit the Security Trustee and its agents and contractors to:
- 5.22.1 enter on the Real Property;
 - 5.22.2 comply with or object to any notice served on that Chargor in respect of the Real Property; and
 - 5.22.3 take any action as the Security Trustee may reasonably consider necessary to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.
- 5.23 All moneys reasonably expended by the Security Trustee in taking any steps referred to in clause 5.22 above shall be reimbursed by the Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

Information

- 5.24 The Chargor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Charged Property and its compliance with the terms of this Charge.

Notices relating to Charged Property

- 5.25 The Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:
- 5.25.1 deliver a copy to the Security Trustee;
 - 5.25.2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
 - 5.25.3 comply with any reasonable request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Charge.

6. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 6.1 The security constituted by this Charge shall become immediately enforceable:
- 6.1.1 upon and at any time after the occurrence of a Declared Default; or
 - 6.1.2 at the Chargor's request, or the Security Trustee receives notice of intention to appoint an administrator or an administration application is made.
- 6.2 After the security constituted by this Charge has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 6.3 To the extent that any of the Charged Property constitutes “**financial collateral**” and this Charge and the obligations of the Chargor under this Charge constitute a “**security financial collateral arrangement**” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “**FCA Regulations**”)), the Security Trustee shall have the right, at any time after the security constituted by this Charge has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the Parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of company shares or equivalent securities, bonds or other tradeable capital markets debt instruments or other tradeable securities) the market price of such securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the Parties agree that the manner of valuation provided for in this clause 6.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

7. APPOINTMENT OF RECEIVER AND ADMINISTRATOR

Appointment

- 7.1 At any time after the security constituted by this Charge has become enforceable or if the Chargor so requests the Security Trustee in writing, the Security Trustee may without prior notice to the Chargor:
- 7.1.1 appoint in writing any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property; or
 - 7.1.2 appoint one or more persons to be an administrator of the Chargor,
- in each case in accordance with and to the extent permitted by applicable laws.
- 7.2 The Security Trustee may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under schedule A1 of the Insolvency Act 1986 except with leave of the court.

Removal

- 7.3 The Security Trustee may by writing under its hands (or by an application to the court where required by law):
- 7.3.1 remove any Receiver appointed by it; and
 - 7.3.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

- 7.4 The powers of appointment of a Receiver conferred by this Charge shall be in addition to all statutory and other powers of appointment of the Security Trustee under applicable law and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property.

Capacity of Receiver

- 7.5 Each Receiver shall be deemed to be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 7.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Charge) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

- 7.7 Subject to section 58 of the Insolvency Act 1986, the Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by law or otherwise and the remuneration of the Receiver shall be a debt secured by this Charge, which shall be due and payable immediately upon its being paid by the Security Trustee.

8. POWERS OF RECEIVER

General

- 8.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this clause 8 in addition to those conferred by law.
- 8.2 Without prejudice to the generality of this clause 8, each Receiver shall have and be entitled to exercise in relation to the Chargor all the rights, powers conferred on him by statute, including, without limitation, all of the powers set out in schedule 2 to the Insolvency Act 1986 and, in addition to those powers will have the powers set out in clause 8.3 below.

Specific Powers

- 8.3 Each Receiver shall have the following powers (and every reference in this clause 8.3 to the "Charged Property" shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):
- 8.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
 - 8.3.2 power to take immediate possession of, get in and collect any Charged Property;
 - 8.3.3 power to carry on the business of the Chargor as he thinks fit;
 - 8.3.4 power (but without any obligation to do so) to:
 - (a) make and effect all repairs, alterations, additions and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on any Real Properties of the Chargor;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make

objections to any order for the acquisition of all or any part of the Charged Property and represent the Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,

in each case as he thinks fit;

- 8.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Charge upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by the Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the Chargor on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
- 8.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Charge or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 8.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 8.3.8 power to sever and sell separately any fixtures from any Real Properties containing them without the consent of the Chargor;
- 8.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 8.3.10 power to 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 Chargor or relating in any way to any Charged Property;
- 8.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to the Chargor which may seem to him to be expedient;
- 8.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper for realising any Charged Property;
- 8.3.13 power to form a subsidiary of the Chargor and transfer to that subsidiary any Charged Property;
- 8.3.14 power to do all such acts as may seem to him to be necessary in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 8.3.15 power to call any meeting of the members or directors of the Chargor in order to consider such resolutions or other business as he thinks fit;
- 8.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;

- 8.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Charge; and
- 8.3.18 power to exercise any of the above powers in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor.

Security Trustee's Powers

- 8.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Charge (either expressly or impliedly) upon a Receiver may after the security constituted by this Charge has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9. DISCRETIONS AND DELEGATION

Discretion

- 9.1 Any liberty or power which may be exercised or any determination which may be made under this Charge by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 9.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge (including the power of attorney).
- 9.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.
- 9.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

10. POWER OF ATTORNEY

Appointment and Powers

- 10.1 The Chargor irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:
 - 10.1.1 carrying out any obligation imposed on the Chargor by this Charge if the Chargor fails to carry out those obligations; and/or
 - 10.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Charge or by law (including the exercise of any right of an absolute or beneficial owner of the Charged Property).

Ratification

- 10.2 The Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 10.1 (*Appointment and Powers*).

11. PROTECTION OF PURCHASERS

Consideration

- 11.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of the Chargor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 11.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:
- 11.2.1 whether the Secured Liabilities have become payable; or
 - 11.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
 - 11.2.3 whether any money remains due under the Finance Documents; or
 - 11.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,
- or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

12. APPLICATION OF PROCEEDS

Order of Application

- 12.1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Charge, after the security constituted by this Charge has become enforceable, shall (subject to the claims of any person having prior rights thereto) be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from the Chargor):
- 12.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
 - 12.1.2 in or towards payment of all other Expenses;
 - 12.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Secured Parties in accordance with the order of application set out in clause 34.6 (*Partial Payments*) of the Facilities Agreement; and
 - 12.1.4 in payment of the surplus (if any) to the Chargor or other person entitled to it.

- 12.2 Clause 12.1 (*Order of Application*) will override any appropriation made by the Chargor.

New Accounts

- 12.3 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Secured Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Security Trustee and/or any other relevant Secured Party may open a new account with the Chargor.

- 12.4 If the Security Trustee and/or any other Secured Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the Chargor to the Security Trustee (whether in its capacity as trustee for the Secured Parties or otherwise) and/or any other Secured Party shall be credited or be treated as having been credited to the new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 12.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee and each other Secured Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Charge or any moneys subject to application by it or any Receiver or Delegate pursuant to this Charge from one currency to another and any such conversion shall be made at the Security Trustee's (or that Secured Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Secured Party. Nothing in this Charge shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Secured Party in respect of, any such currency conversion.

13. NO LIABILITY

- 13.1 Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as creditor, heritable creditor, mortgagee in possession or on any other basis) be liable to account to the Chargor for anything, except actual receipts, or be liable to the Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Charge or by law or for any other loss of any nature whatsoever in connection with the Charged Property or the Finance Documents.
- 13.2 If the Security Trustee, any Receiver or any Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

14. SET-OFF.

- 14.1 Without limiting any other rights conferred on the Security Trustee and/or any other Secured Party by law or by any other agreements entered into with the Chargor, the Security Trustee and each other Secured Party may (but shall not be obliged to) set off any matured obligation due from the Chargor under this Charge (to the extent beneficially owned by the Security Trustee or, as the case may be, that Secured Party) against any obligation (whether matured or not) owed by the Security Trustee or, as the case may be, that Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or, as the case may be, that Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Security Trustee and/or any other Secured Party is unliquidated or unascertained, the Security Trustee or, as the case may be, that Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

15. EFFECTIVENESS OF SECURITY

Continuing Security

- 15.1 The security constituted by this Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 15.2 The security constituted by this Charge and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Charge or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Trustee or any other Secured Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Secured Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Charge.

Reinstatement

- 15.3 If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is made by the Security Trustee or any other Secured Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under, the security constituted by this Charge will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 15.4 The Security Trustee may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

No Security held by Chargor

- 15.5 The Chargor shall not take or receive any Security from an Obligor or any other member of the Group or any other person in connection with its liability under this Charge. However, if such Security is so taken or received by the Chargor:
- 15.5.1 it shall be held by the Chargor on trust for the Security Trustee (as trustee for the Secured Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
- 15.5.2 on demand by the Security Trustee, the Chargor shall promptly transfer, assign or pay to the Security Trustee all Security and all moneys from time to time held on trust by it under this clause 15.5.

16. CERTIFICATES AND DETERMINATIONS

- 16.1 Any certificate or determination by the Security Trustee of a rate or amount under this Charge is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

17. PARTIAL INVALIDITY

- 17.1 If, at any time, any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

18. REMEDIES AND WAIVERS

18.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Charge shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Charge are cumulative and not exclusive of any rights, remedies or powers provided by law.

18.2 Any amendment, waiver or consent by the Security Trustee under this Charge must be in writing and may be given subject to any conditions thought fit by the Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

19. CONSENT TO REGISTRATION

19.1 The Chargor consents to the registration of this Charge and each certificate referred to in clause 16 (*Certificates and Determinations*) above for preservation and execution.

20. COUNTERPARTS

20.1 Where executed in counterparts:

20.1.1 this Charge shall not take effect until all of the counterparts have been delivered;

20.1.2 delivery will take place when the date of delivery is agreed between the Parties after execution of this Charge as evidenced by the date inserted at the start of this Charge.

20.2 Where not executed in counterparts this Charge shall take effect after its execution upon the date agreed between the Parties as evidenced by the date inserted at the start of this Charge.

21. ASSIGNATION

21.1 The Security Trustee may assign, charge or transfer all or any of its rights under this Charge without the consent of the Chargor. The Security Trustee may disclose any information about the Chargor and this Charge as the Security Trustee shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

22. RELEASES

22.1 Upon the expiry of the Liability Period (but not otherwise) and subject to clauses 15.3 and 15.4 (*Reinstatement*), the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this Charge.

23. GOVERNING LAW

23.1 This Charge and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

24. ENFORCEMENT

Jurisdiction

- 24.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute regarding the existence, validity or termination of this Charge or any non-contractual obligation arising out of or in connection with this Charge) (a “Dispute”).
- 24.2 The Chargor agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 24.3 Clauses 24.1 and 24.2 above are for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

Waiver of Immunity

- 24.4 To the extent that the Chargor may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Chargor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction.

IN WITNESS WHEREOF this Charge consisting of this and the preceding 18 pages is subscribed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of)

TAGGARTS MOTOR GROUP

LTD.)

on being signed by MARK CABIN)

in the presence of:)

)

.....
Director/Company Secretary/Authorised

)

Signatory

Name of witness:

YASMIN KELLY

Signature:



Address:

FARNBOROUGH Audi

Templer avenue

Occupation: HAST

Farnborough, GU14 6FE

All together at Farnborough Audi

On the 6th day of MAY 2021

(date of signature)

THE SECURITY TRUSTEE

SUBSCRIBED for and on behalf of)
NATWEST MARKETS PLC)
on being signed by BEN GIBERT,)
Attorney/Authorised Signatory)
in the presence of:)

Attorney/Authorised Signatory

Name of witness:

Dimitar Kadiyski

Signature:

Address:

CMS Cameron McKenna
Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF

Occupation:

Trainee Solicitor

All together at LONDON

On the 10 day of MAY 2021

(date of signature)