



Registration of a Charge

Company Name: **ACE OF MANSFIELD LIMITED**

Company Number: **01415469**



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Received for filing in Electronic Format on the: **05/09/2022**

Details of Charge

Date of creation: **01/09/2022**

Charge code: **0141 5469 0003**

Persons entitled: **RAJEEV KRISHAN
KUMUD KRISHAN
KAMNI KRISHAN
KEWAL KRISHAN**

There are more than four persons entitled to the charge.

Brief description: **FREEHOLD PROPERTY KNOWN AS ACE HOUSE, GREAT CENTRAL ROAD, MANSFIELD, NOTTINGHAMSHIRE, NG18 2RJ REGISTERED UNDER TITLE NUMBER NT145302, NT518383 AND NT547652.**

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:

HOPKINS SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1415469

Charge code: 0141 5469 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2022 and created by ACE OF MANSFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th September 2022 .

Given at Companies House, Cardiff on 8th September 2022

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



Companies House



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

Dated

1st September

2022

ACE OF MANSFIELD LIMITED
and
THE PERSONS LISTED IN Schedule 1

SUPPLEMENTAL LEGAL MORTGAGE



Hopkins Solicitors LLP
Eden Court
Crow Hill Drive
Mansfield
Notts
NG19 7AE

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THIS DEED IS MADE ON THE 1st DAY OF September 2022.

PARTIES

- (1) ACE OF MANSFIELD LIMITED incorporated and registered in England and Wales with company number 01415469 whose registered office is at Ace House, Great Central Road, Mansfield, Nottinghamshire, NG18 2RJ ("**Mortgagor**");
- (2) The persons listed in Schedule 1 hereto as sellers ("**Seller**").

BACKGROUND

- (A) This deed is supplemental to the Debenture.
- (B) The Mortgagor owns the Mortgaged Property.
- (C) This deed provides security, which the Borrower has agreed to ensure is provided to the Seller for all its present and future obligations and liabilities to the Seller.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Terms defined in the Debenture shall, unless otherwise defined in this deed, have the same meaning in this deed including, for the avoidance of doubt, when used in provisions of the Debenture incorporated by reference into this deed. In addition, the following definitions apply in this deed:

" Borrower "	DG Private Hire Holdings Limited of Little Tennis Street, Little Tennis Street, Nottingham, Nottinghamshire, NG2 4EL a company registered in England with company number 04338682 together with its subsidiaries
" Debenture "	the debenture dated on or around the date of this deed between the Mortgagor and the Seller.
" Default Rate "	8% per annum above the Bank of England's base rate from time to time.
" Disruption Event "	either or both of: (a) an event (not caused by, and outside the control of, either party) that materially disrupts the systems for payment or communication or the financial markets needed, in each case, to enable

either payment to be made or transactions to be carried out under this deed or any document under which the Mortgagor owes obligations to the Seller; or

(b) any other event (not caused by, and outside the control of, the party whose operations are disrupted), that results in disruption (of a technical or systems-related nature) to the treasury or payments operations of a party and which prevents either or both parties from (i) performing its payment obligations under this deed or any document under which the Mortgagor owes obligations to the Seller; or (ii) communicating with the other party as required by the terms of this deed or any document under which the Mortgagor owes obligations to the Seller.

“Event of Default”

any of the following events:

(a) the Mortgagor fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date or by a Disruption Event and payment is made within three Business Days of its due date;

(b) the Mortgagor fails (other than a failure to pay referred to in paragraph (a) of this definition) to comply with any provision of this deed or any document under which the Mortgagor owes obligations to the Seller and (if the Seller considers, acting reasonably, that the failure to comply is capable of remedy) such failure to comply is not remedied within 14 days of the earlier of the Seller notifying the Mortgagor of the failure to comply and the remedy required and the Mortgagor becoming aware of the failure to comply;

(c) any representation, warranty or statement made, repeated or deemed made by the Mortgagor to the Seller is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made;

(d) the Mortgagor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;

(e) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;

(f) any Financial Indebtedness becomes due, or capable of being declared due and payable, before its stated maturity because of an event of default (however described);

(g) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor of the Mortgagor because of an event of default (however described);

(h) any creditor of the Mortgagor becomes entitled to declare any Financial Indebtedness due and payable before its stated maturity because of an event of default (however described);

(i) the Mortgagor stops, or suspends, payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;

(j) the Mortgagor commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Seller) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);

(k) a moratorium is declared in respect of any indebtedness of the Mortgagor;

(l) any action, proceedings, procedure or step is taken in relation to the suspension of payments, a moratorium in respect of any indebtedness, winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Mortgagor;

(m) any action, proceedings, procedure or step is taken in relation to a composition,

compromise, assignment or arrangement with any creditor of the Mortgagor;

(n) any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Mortgagor or any of its assets;

(o) the value of the Mortgagor's assets is less than its liabilities (taking into account contingent and prospective liabilities);

(p) any event occurs in relation to the Mortgagor similar to those set out in paragraphs (i) to (o) (inclusive) under the laws of any applicable jurisdiction;

(q) control of the Mortgagor's goods is taken or a distress, attachment, execution, expropriation, sequestration or other analogous legal process in any jurisdiction is levied, enforced or sued out on, or against, the Mortgagor's assets;

(r) any Security on or over the assets of the Mortgagor becomes enforceable;

(s) all or any part of this deed or any document under which the Mortgagor owes obligations to the Seller is or becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect or it becomes unlawful for any party to this deed or any document under which the Mortgagor owes obligations to the Seller (other than the Seller) to perform any obligation under this deed or that document;

(t) any party to this deed or any document under which the Mortgagor owes obligations to the Seller (other than the Seller) repudiates or rescinds or shows an intention to repudiate or rescind this deed or that document; or

(u) any event occurs (or circumstances exist) that, in the opinion of the Seller, has or is likely to materially and adversely

**“Financial
Indebtedness”**

affect the Mortgagor's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Mortgagor owes obligations to the Seller.

any indebtedness of the Mortgagor for or in respect of:

(a) borrowing or raising money, including any premium and any capitalised interest on that money;

(b) any bond, note, loan stock, debenture, commercial paper or similar instrument;

(c) any acceptances under any acceptance credit facility (or dematerialised equivalent), bill discounting, note purchase or documentary credit facilities;

(d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Mortgagor in the event of non-payment of such receivables or financial assets when due;

(e) any deferred payments for assets or services acquired, other than trade credit that is given in the ordinary course of trade and which does not involve any deferred payment of any amount for more than 60 days;

(f) any capital balance outstanding under any finance lease;

(g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Mortgagor's performance of a contract;

(h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Mortgagor's balance sheet because they are contingent, conditional or otherwise);

(i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and

(j) any guarantee, counter-indemnity or other assurance against financial loss that the Mortgagor has given for any indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

When calculating Financial Indebtedness, no liability shall be taken into account more than once.

"Mortgaged Property" the freehold or leasehold property (whether registered or unregistered) owned by the Mortgagor described in Schedule 1.

"Perfection Requirements" the making or procuring of all appropriate registrations, filings, stampings and/or notifications of this deed and/or the Security created by it.

"Secured Liabilities" all present and future obligations and liabilities of the Mortgagor to the Seller, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Share Purchase Agreement, the Debenture or this deed (including, without limitation, those arising under clause 30 of the Debenture as incorporated into this deed), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

"Share Purchase Agreement" the share purchase agreement made between the Mortgagor and the Seller and dated on or around the date of this deed, relating to the sale and purchase of the entire issued share capital of the Companies.

"Supplemental Insurance Policy" each contract and policy of insurance effected or maintained by the Mortgagor

from time to time in respect of the Mortgaged Property.

"Supplemental Secured Assets"

all the assets, property and undertaking of the Mortgagor, which are, or are expressed to be, subject to the Security created by, or pursuant to, this deed (and references to the Supplemental Secured Assets shall include references to any part of them).

1.2 INCORPORATION OF INTERPRETATION AND OTHER PROVISIONS

The provisions of clauses 1.2 to 1.7 (other than clause 1.4) of the Debenture shall (as far as the context permits) apply to this deed as if set out in this deed in full except that references in those clauses to "this deed" shall be construed as references to this deed.

1.3 NATURE OF SECURITY OVER REAL PROPERTY

A reference in this deed to a charge or mortgage of or over the Mortgaged Property includes:

- 1.3.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Mortgaged Property at any time;
- 1.3.2 the proceeds of the sale of any part of that Mortgaged Property and any other monies paid or payable in respect of or in connection with that Mortgaged Property;
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of that Mortgaged Property and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Mortgaged Property.

2. COVENANT TO PAY

The Mortgagor shall, on demand, pay to the Seller and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 LEGAL MORTGAGE

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Seller, by way of a first legal mortgage, the Mortgaged Property.

3.2 FIXED CHARGES

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Seller, by way of a first fixed charge:

- 3.2.1 the benefit of all contracts, guarantees, appointments and warranties relating to the Mortgaged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Mortgaged Property or otherwise relating to the Mortgaged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
- 3.2.2 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Mortgaged Property or the use of any Supplemental Secured Asset, and all rights in connection with them.

3.3 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee assigns to the Seller absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Supplemental Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Supplemental Insurance Policy.

4. REPRESENTATIONS AND WARRANTIES

4.1 INCORPORATION OF REPRESENTATIONS AND WARRANTIES

The representations and warranties set out in clause 5.2 to clause 5.22 of the Debenture shall apply to this deed as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to:

- 4.1.1 "this deed" were to this deed;
- 4.1.2 an "Insurance Policy" were to a Supplemental Insurance Policy;
- 4.1.3 a "Charged Property" were to the Mortgaged Property; and

4.1.4 "Secured Assets" were to the Supplemental Secured Assets;
and

4.1.5 a "Relevant Agreement" were to a Supplemental Relevant Agreement.

4.2 TIMES FOR MAKING REPRESENTATIONS AND WARRANTIES

The Mortgagor makes the representations and warranties referred to in clause 4.1 to the Seller on the date of this deed in relation to the Supplemental Secured Assets and the representations and warranties contained in clause 5.2 to clause 5.22 of the Debenture and incorporated by reference into this deed are deemed to be repeated in relation to the Supplemental Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5. COVENANTS

5.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Mortgagor shall not at any time, except with the prior written consent of the Seller:

- 5.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Supplemental Secured Asset other than any Security created by this deed, or the Debenture;
- 5.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets; or
- 5.1.3 create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party.

5.2 NOTICES TO BE GIVEN BY THE MORTGAGOR

5.2.1 The Mortgagor shall immediately on the execution of this deed (or, if later, the date that the relevant policy, agreement, guarantee or security is entered into):

- (a) in respect of each Supplemental Insurance Policy, give notice to the relevant insurer that it has assigned all its rights in that Supplemental Insurance Policy (including all claims, the proceeds of all claims and all returns of premiums in connection with that Supplemental Insurance Policy) under clause 0 and procure that each addressee of any such notice provides to the Seller within five Business Days an acknowledgement of that notice; and
- (b) in respect of each Supplemental Relevant Agreement and guarantee or security for the performance of that Supplemental Relevant Agreement, give notice to the

relevant counterparty (or guarantor or security provider) that it has assigned the benefit of that Supplemental Relevant Agreement (or benefit of a guarantee or security for the performance of that Supplemental Relevant Agreement) under clause **Error! Reference source not found.** and procure that each addressee of any such notice provides to the Seller within five Business Days an acknowledgement of that notice.

5.2.2 The Mortgagor shall obtain the Seller's prior approval of the form of any notice or acknowledgement to be used under this clause 5.2.

5.3 INCORPORATION OF OTHER COVENANTS

The provisions of clause 6 (other than clause 6.1 and clause 6.18), clause 7 (other than clause 7.16), clause 10 and clause 11 of the Debenture shall apply to this deed and the Security constituted by it as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to:

5.3.1 "this deed" were to this deed;

5.3.2 an "Insurance Policy" were to a Supplemental Insurance Policy;

5.3.3 a "Charged Property" were to the Mortgaged Property; and

5.3.4 "Secured Assets" were to the Supplemental Secured Assets; and

6. PERFECTION OF SECURITY

6.1 REGISTRATION OF LEGAL MORTGAGE AT THE LAND REGISTRY

The Mortgagor consents to an application being made by the Seller to the Land Registrar for the following restriction in Form P to be registered against its title to the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [NAME OF PARTY] referred to in the charges register or their conveyancer."

6.2 FURTHER ADVANCES

The Seller covenants with the Mortgagor that it shall perform its obligations to make advances under the Share Purchase Agreement (including any obligation to make available further advances).

7. INCORPORATION OF TERMS FROM DEBENTURE

The provisions of clause 4 and clause 13 to clause 30 (inclusive) (other than clause 13.9 and clause 28) of the Debenture shall apply to this deed and the Security constituted by it as if set out in this deed in full (with the necessary modifications) and this deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Debenture in those provisions shall apply to this deed and to the Security constituted by it as if expressly set out in this deed and as if references in the Debenture to:

- 7.1 "this deed" were to this deed;
- 7.2 an "Insurance Policy" were to a Supplemental Insurance Policy;
- 7.3 a "Charged Property" were to the Mortgaged Property; and
- 7.4 "Secured Assets" were to the Supplemental Secured Assets.

8. CONTINUATION OF EXISTING SECURITY

8.1 DEBENTURE REMAINS IN FULL FORCE AND EFFECT

Except as supplemented by this deed, the Debenture remains in full force and effect. The definition of "Secured Assets" contained in the Debenture shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3.

8.2 REFERENCES TO THIS DEED IN DEBENTURE

References in the Debenture to "this deed" and similar expressions are deemed to be references to the Debenture as supplemented by this deed.

8.3 DESIGNATION AS A FINANCE DOCUMENT

This deed is designated a Finance Document.

9. COUNTERPARTS

9.1 COUNTERPARTS

9.1.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

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

with the original of such counterpart as soon as reasonably possible thereafter.

9.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

10. NOTICES

10.1 DELIVERY

Any notice or other communication given to a party under or in connection with this deed shall be:

10.1.1 in writing;

10.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

10.1.3 sent to:

(a) the Mortgagor at:

Little Tennis Street, Little Tennis Street, Nottingham,
Nottinghamshire, NG2 4EL

Attention: Amjd Javaid

(b) the Seller at:

4 High Tor, Mansfield Nottinghamshire, NG18 5BT

Attention: Rajeev Krishan

or to any other address or fax number notified in writing by one party to the other from time to time.

10.2 RECEIPT BY MORTGAGOR

Any notice or other communication that the Seller gives to the Mortgagor shall be deemed to have been received:

10.2.1 if delivered by hand, at the time it is left at the relevant address;

10.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

10.2.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 10.2.1 or clause 10.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

10.3 RECEIPT BY SELLER

Any notice or other communication given to the Seller shall be deemed to have been received only on actual receipt.

10.4 SERVICE OF PROCEEDINGS

This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. GOVERNING LAW AND JURISDICTION

11.1 GOVERNING LAW

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.2 JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Seller to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

11.3 OTHER SERVICE

The Mortgagor irrevocably consents to any process in any legal action or proceedings under clause 11.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

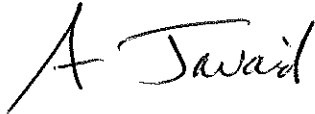

Schedule 1
Sellers

Name of Seller
Rajeev Krishan
Kumud Krishan
Kamni Krishan
Kewal Krishan
Ellen Krishan

Schedule 2
Mortgaged Property

Ace House, Great Central Road, Mansfield, Nottinghamshire, NG18 2RJ.

Freehold titles NT145302, NT518383 and NT547652.

<p>SIGNED as a DEED by [ANSID SAVAD] for and on behalf of ACE OF MANSFIELD LIMITED in the presence of a witness:</p>	
	<p>[]</p>
<p>Signature of Witness:</p>	
<p>Name:</p>	<p>THOMAS STENDALL</p>
<p>Address:</p>	<p>Hopkins Solicitors LLP</p>
<p>Occupation:</p>	<p>SOLICITOR, Eden Court Crow Hill Drive Mansfield Notts NG19 7AE</p>