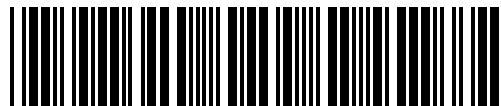




Registration of a Charge

Company Name: **MOVEERO LIMITED**

Company Number: **00751186**



Received for filing in Electronic Format on the: **21/01/2022**

XAW4Y0NM

Details of Charge

Date of creation: **18/01/2022**

Charge code: **0075 1186 0004**

Persons entitled: **WELLS FARGO CAPITAL FINANCE (UK) LIMITED**

Brief description: **CLAUSE 3.2(A) OF THE DEBENTURE CREATES A LEGAL MORTGAGE OVER ALL OF THE LAND (AS DEFINED IN THE DEBENTURE) SET OUT IN SCHEDULE 6 OF THE DEBENTURE AND ALL OTHER LAND NOW OWNED BY THE COMPANY, AND ANY RIGHTS (AS DEFINED IN THE DEBENTURE) ACCRUING TO, DERIVED FROM OR OTHERWISE CONNECTED WITH IT (INCLUDING INSURANCES AND PROCEEDS OF DISPOSAL AND OF INSURANCES). CLAUSE 3.3(A) OF THE DEBENTURE CREATES A FIXED CHARGE OVER ALL OF THE RIGHTS WHICH THE COMPANY NOW HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE OVER LAND, OTHER THAN THAT CHARGED UNDER CLAUSE 3.2(A) OF THE DEBENTURE. CLAUSE 3.3(G) OF THE DEBENTURE CREATES A FIXED CHARGE OVER ALL OF THE RIGHTS WHICH THE COMPANY NOW HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE OVER SPECIFIED INTELLECTUAL PROPERTY (AS DEFINED IN THE DEBENTURE), INCLUDING THE SPECIFIED INTELLECTUAL PROPERTY SET OUT IN SCHEDULE 5 OF THE DEBENTURE: PROPRIETOR TM NUMBER JURISDICTION REGISTRATION DATE GKN WHEELS LIMITED 018107483 EU 15 NOVEMBER 2019 GKN WHEELS LIMITED UK00003420844 UK 15 NOVEMBER 2019 CLAUSE 3.3(H) OF THE DEBENTURE CREATES A FIXED CHARGE OVER ALL OF THE RIGHTS WHICH THE COMPANY NOW HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE OVER INTELLECTUAL PROPERTY (AS DEFINED IN THE DEBENTURE), OTHER THAN ANY SPECIFIED INTELLECTUAL PROPERTY CHARGED UNDER CLAUSE 3.3(G) OF THE DEBENTURE.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 751186

Charge code: 0075 1186 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2022 and created by MOVEERO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2022 .

Given at Companies House, Cardiff on 24th January 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 18 January **2022**

**Sankey Holding Limited
(and others as Chargors)**

and

**Wells Fargo Capital Finance (UK) Limited
(as Security Trustee)**

Debenture

 **NORTON ROSE FULBRIGHT**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norton Rose Fulbright LLP

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Debenture

Dated 18 January 2022

Between

- (1) **Sankey Holding Limited** (formerly known as G K N Sankey Limited) registered in England with number 00074901 (the **Company**);
- (2) **The Companies** identified in Schedule 1 (*The Chargors*) (together with the Company and each person which becomes a party to this Deed by executing a Deed of Accession, each a **Chargor** and together the **Chargors**); and
- (3) **Wells Fargo Capital Finance (UK) Limited**, registered in England with number 2656007, as security trustee for the Secured Parties (the **Security Trustee**).

It is agreed:

1 Definitions and Construction

1.1 Definitions

Words and expressions defined in the Facility Agreement have the same meanings in this Deed unless they are expressly defined in it and, in addition, in this Deed:

Act means the Law of Property Act 1925.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Blocked Accounts means the bank accounts of the Chargors specified in Part I of Schedule 2 (*Charged Accounts*) and in the Schedule to any Deed of Accession and such other bank accounts of the Chargors as the Security Trustee and the Company may designate in writing as Blocked Accounts.

Book Debts means (other than in respect of any Non-Vesting Debts or Purchased Receivables):

- (a) each Receivable and all book and other debts (including any sums owed by banks or similar institutions) both actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Chargor; and
- (b) the benefit of all rights relating to the debts referred to in (a) above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Cash Collateral Account means the bank account of the Company specified in Part III of Schedule 2 (*Charged Accounts*) and any such other bank accounts of the Chargors as the Security Trustee and the Company may designate in writing as a Cash Collateral Account.

Charged Accounts means the Blocked Accounts and the Other Accounts.

Deed of Accession means a deed of accession substantially in the form set out in Schedule 3 (*Deed of Accession*).

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest.

Dividends, in relation to any Share, means:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that Share;
- (b) shares or other Rights accruing or offered by way of redemption, bonus, option or otherwise in respect of that Share;
- (c) allotments, offers and rights accruing or offered in respect of that Share; and
- (d) any other Rights attaching to, deriving from or exercisable by virtue of the ownership of that Share.

Equipment means each Chargor's fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties.

Existing Book Debts and Account Charge means the English law book debts and account charge dated 12 March 2021 and entered into between GKN Autostructures Limited, Sankey Holding Limited (formerly known as G K N Sankey Limited) and the Security Trustee.

Existing Debenture means the English law debenture dated 25 November 2020 and entered into between the Chargors and the Security Trustee.

Facility Agreement means the facility agreement dated 25 November 2020 between (1) the Chargors and others (as Borrowers and/or Guarantors), (2) Wells Fargo Bank, N.A., London Branch (as Arranger and Original Lender) and (3) Wells Fargo Capital Finance (UK) Limited (as Agent and Security Trustee), as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties).

Financial Collateral has the meaning given to it by the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226).

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

Insurance means each contract or policy of insurance to which a Chargor is a party or in which it has an interest but excluding such policies of insurance to the extent that they relate to public liability, third party liabilities or are directors and officers insurance policies.

Intellectual Property means:

- (a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, arising or subsisting in any jurisdiction, whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets,

which, in each case, are of a type which are not disposed of in the ordinary course of trading.

Investment means:

- (a) any Shares or loan capital held in a Subsidiary; and
- (b) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights (including Dividends and proceeds of Disposal) arising in connection with them.

Land means:

- (a) any freehold, leasehold or immovable property situated in England and Wales, and all rights, easements and privileges from time to time attached thereto; and
- (b) any buildings and fixtures from time to time situated on or forming part of that freehold, leasehold or immovable property,

but excluding any leasehold property held by a Chargor now or in the future under a lease which has a term of 7 years or less.

Non-Vesting Debts means any Receivables which are required or purported to be Purchased Receivables pursuant to the Facility Agreement but which do not, for any reason, vest absolutely and effectively in the Agent (as trustee for the Lenders) from time to time.

Officer, in relation to a person, means any officer, employee or agent of that person.

Other Accounts means the bank accounts of the Chargors specified in Part II of Schedule 2 (*Charged Accounts*) and in the Schedule to any Deed of Accession and such other bank accounts of the Chargors as the Security Trustee and the Company may designate in writing as Other Accounts.

Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed.

Right means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Secured Obligations means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of each Obligor to the Secured Parties under or pursuant to the Finance Documents or any Bank Product Agreement.

Security Assets means all assets of each Chargor the subject of any Security Interest created by this Deed or any Deed of Accession (as the case may be).

Security Period means the period during which the liabilities of the Chargors (or any of them) remain in force in accordance with the provisions of clause 12 (*Duration of the Security Interests*).

Shares means all shares held by any Chargor in its Subsidiaries.

Specified Equipment means the Equipment (if any) specified in Schedule 4 (*Specified Equipment*) and in the Schedule to any Deed of Accession.

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 5 (*Specified Intellectual Property*) and in the Schedule to any Deed of Accession.

UK Shares means any Shares relating to a company incorporated in England and Wales.

1.2 Construction

- (a) The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed, insofar as they are relevant to it and subject to any necessary changes as they apply to the Facility Agreement.
- (b) Unless a contrary intention appears, any reference in this Deed to:
 - (i) this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time;
 - (ii) a **Chargor**, the **Security Trustee** or any other **Secured Party** includes any one or more of its permitted assigns, permitted transferees and successors in title;
 - (iii) the **Security Trustee** or any other **Secured Party** (except for the references in clause 14 (*Power of Attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents and delegates; and
 - (iv) **acting reasonably** in relation to the exercise of any discretion by the Security Trustee shall be construed as including a reference to an estimate and/or determination of the Security Trustee acting in the exercise of its commercial judgment from the perspective of a secured asset-based financier in accordance with its customary business practices for comparable asset-based transactions, and if no established practice exists in any particular case, in accordance with its reasonable commercial judgement as an asset-based financier.
- (c) The liabilities of the Chargors under this Deed are joint and several.
- (d) It is intended that this document takes effect as a deed even though the Security Trustee may only execute it under hand.
- (e) This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.
- (f) The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (g) Each category of asset, each asset and each sub-category of asset charged under clause 3 (*Charges*) will be construed separately, as though charged independently and separately of each other.

1.3 Third Party Rights

The Rights conferred on each of the Secured Parties, each Receiver and each Officer of the Security Trustee or a Receiver under this Deed are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999. No other term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone who is not a party to this Deed. The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Finance Documents).

1.4 Contractual recognition of bail-in

The provisions of clause 1.8 (*Contractual recognition of bail-in*) of the Facility Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Finance Documents referred to this Deed.

1.5 Inconsistency between this Deed and the Facility Agreement

The Chargors and the Security Trustee agree that, in the event of any conflict or inconsistency between any provision of this Deed and any provision of the Facility Agreement, the provision of the Facility Agreement shall prevail.

1.6 Inconsistency between this Deed and the Intercreditor Agreement

The Chargors and the Security Trustee agree that this Deed is the subject of the Intercreditor Agreement and that, in the event of any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

1.7 Deemed compliance

Notwithstanding any of the obligations of the Chargors set out in this Deed, the Security Trustee acknowledges and agrees that to the extent an obligation of a Chargor has been complied with by the relevant Chargor pursuant to the Existing Debenture and the Existing Book Debts and Accounts Charge, such obligation shall be deemed to have been complied with by the relevant Chargor for the purposes of this Deed.

2 Payment of Secured Obligations

Each Chargor covenants with the Security Trustee as security trustee for the Secured Parties that it will on demand pay and discharge the Secured Obligations when due in accordance with the terms of the Finance Documents.

3 Charges

3.1 Nature of charges

The charges contained in this clause 3 secure the payment and discharge of the Secured Obligations and are given to the Security Trustee as trustee for the Secured Parties with full title guarantee.

3.2 Legal mortgage

Each Chargor:

- (a) charges by way of first legal mortgage:
 - (i) all the Land (if any) specified in Schedule 6 (*Land*); and
 - (ii) all other Land now owned by it,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

- (b) mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its Specified Equipment and all spare parts and replacements for and all modifications and additions to such Specified Equipment in so far as it is not charged by way of legal mortgage under clause 3.2 (*Legal mortgage*).

3.3 **Fixed charge**

Each Chargor charges by way of first fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 3.2 (*Legal mortgage*);
- (b) Equipment (other than any Specified Equipment and in so far as it is not charged by way of legal mortgage under clause 3.2 (*Legal mortgage*));
- (c) Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them;
- (d) Cash Collateral Accounts and all monies standing to the credit of any of the Cash Collateral Accounts and the debts represented by them;
- (e) Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
- (f) Non-Vesting Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to such Chargor;
- (g) Specified Intellectual Property;
- (h) Intellectual Property (other than any Specified Intellectual Property);
- (i) Investments, including those held for it by any nominee;
- (j) goodwill and uncalled capital;
- (k) Authorisations held by it in relation to any Security Asset; and
- (l) contracts and policies of insurance,

and any Rights accruing to, derived from or otherwise connected with them.

3.4 **Floating charge**

- (a) Each Chargor charges by way of floating charge all its present and future business, undertaking and assets.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Deed.

3.5 **Trust**

If or to the extent that the mortgaging or charging of any Security Asset is ineffective because of a prohibition on that mortgaging or charging, the relevant Chargor holds it on trust for the Security Trustee.

4 Conversion of Floating charge

The Security Trustee may convert all or part of the floating charge created by a Chargor under clause 3.4 (*Floating charge*) into a fixed charge by giving notice to that effect to the relevant Chargor and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) following the occurrence of an Event of Default or (b) if the Lender reasonably considers that its security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its security.

5 Restrictions

- (a) Each Chargor will ensure that the restrictions contained in this clause 5 are complied with during the Security Period unless the Security Trustee agrees to the contrary.
- (b) No Security Interests will exist over, or in relation to, any Security Asset other than Permitted Security Interest.
- (c) There will be no Disposal of any Security Asset except for the Disposal in the ordinary course of trade of any Security Asset which is subject only to the floating charge created by clause 3.4 (*Floating charge*) or as otherwise permitted by the Facility Agreement.

6 Perfection

6.1 General action

- (a) Each Chargor will, at its own expense, create all such Security Interests, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Security Trustee (acting reasonably) may require from time to time in order to:
 - (i) enable the Security Trustee to perfect, preserve or protect the Security Interests or the priority of the Security Interests created by this Deed (or under a Deed of Accession) as the case may be; or
 - (ii) facilitate the enforcement of the Security Interests created by this Deed (or under a Deed of Accession), the realisation of the Security Assets or the exercise of any Rights held by the Security Trustee or any Receiver or Administrator under or in connection with this Deed.
- (b) The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Security Documents.

6.2 Equipment

If requested by the Security Trustee (acting reasonably):

- (a) each relevant Chargor will attach to a visible part of each item of Specified Equipment owned by it and with a value in excess of £10,000 (as determined in accordance with the Equipment Valuation) a clear and distinctive label comprising the following notice:

"This piece of Equipment is subject to a first legal mortgage in favour of Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**) and may not be removed or sold without the prior written consent of the Security Trustee"; and
- (b) each Chargor will procure in favour of the Security Trustee from any person with a proprietary interest or encumbrance (including any owner, leaseholder or chargee) in any real or personal property to which the Specified Equipment might become affixed, or with which title to the Specified Equipment might merge, an acknowledgement prior to such

fixing or merger that their rights and remedies will only be exercised subject to the Security Trustee's rights in the Specified Equipment and, in particular, the right of the Security Trustee or its Officers to enter such property to remove the Specified Equipment.

6.3 Land

- (a) If any Chargor acquires any Land after the date of this Deed it will:
 - (i) as soon as reasonably practicable notify the Security Trustee;
 - (ii) if requested by the Security Trustee (acting reasonably) and at the cost of that Chargor, execute and deliver to the Security Trustee a first charge by way of legal mortgage over that Land in favour of the Security Trustee in any form which the Security Trustee may reasonably require; and
 - (iii) if required by the Security Trustee (acting reasonably) and if the title to that Land is registered at the Land Registry or required to be registered, give the Land Registry written notice of such charge.
- (b) Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Trustee and which is, or is required to be, registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of Wells Fargo Capital Finance (UK) Limited as Security Trustee for the Secured Parties of 8th Floor, 33 King William Street, London EC4R 9AT referred to in the Charges Register."
- (c) Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Security Trustee.
- (d) If requested by the Security Trustee, each Chargor will deposit with the Security Trustee all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.

6.4 Intellectual Property

- (a) Each Chargor will as soon as reasonably practicable notify the Security Trustee of its acquisition of any registered Intellectual Property and any action taken to register any Intellectual Property.
- (b) If requested by the Security Trustee, each Chargor will promptly at its own expense execute any document and do all assurances, acts and things as the Security Trustee may require to ensure that the Security Interests created by this Deed is recorded in each register in each jurisdiction in which any Intellectual Property is registered or to be registered.

6.5 Blocked Accounts

Each Borrower will on the date of this Deed or, in respect of any Blocked Account opened after the date of this Deed, promptly following the opening of such Blocked Account, either:

- (a) serve notice on the bank at which each Blocked Account is opened substantially in the form set out in Part I of Schedule 7 (*Forms of Notice to Banks and Acknowledgement*) and procure the relevant bank returns the acknowledgement substantially in the form set

out in Part II of Schedule 7 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Security Trustee (acting reasonably); or

- (b) execute and deliver an account control agreement with the relevant account bank on terms acceptable to the Security Trustee (acting reasonably).

6.6 Cash Collateral Account

Each Chargor will on the date of this Deed in respect of each Cash Collateral Account held by it on the date of this Deed or, in respect of any Cash Collateral Account opened by it after the date of this Deed, promptly following the opening of such Cash Collateral Account, serve notice on the bank at which each Cash Collateral Account is opened and procure the relevant bank returns an acknowledgement in such form acceptable to the Security Trustee (acting reasonably).

6.7 Other Accounts

Each Chargor will promptly upon the execution of this Deed or, in respect of any Other Account opened after the date of this Deed, promptly following the opening of such Other Account:

- (a) serve notice on the bank at which each Other Account is opened, substantially in the form set out in Part III of Schedule 3 (*Forms of Notice to Banks and Acknowledgement*); and
- (b) use its reasonable endeavours to procure that the relevant bank returns the acknowledgement substantially in the form set out in Part IV of Schedule 7 (*Forms of Notice to Banks and Acknowledgement*) or such other form acceptable to the Security Trustee, provided that if the relevant Chargor has not been able to obtain such acknowledgement, any obligation to comply with this clause 6.5(b) shall cease 30 Business Days following the date of service of the relevant notice pursuant to clause 6.5(a) above.

6.8 Shares

If a Chargor owns UK Shares, it will as soon as reasonably practicable following the date of this Deed (or, if it acquires the UK Shares later, as soon as practicable after it does so) deposit with the Security Trustee all certificates or other documents of title to those UK Shares and stock transfer forms for them, executed in blank by the relevant Chargor.

6.9 Subsequent Security Interests

If a Secured Party receives notice (actual or otherwise) of any subsequent Security Interests over or affecting all or any of the Security Assets, it will be treated as if it had immediately opened a new account in the name of each Chargor, and all payments received by the relevant Secured Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Secured Party.

7 Representations

Each Chargor makes the representations set out in this clause 7 to the Security Trustee and the Secured Parties. The representations and warranties so set out are made on the date of this Deed and the representations in clauses 7.1 (*Title*) and 7.3(b) (*Investments*) are repeated by the Chargors on the dates on which representations are to be repeated in accordance with clause 20.26 (*Repetition*) of the Facility Agreement with reference to the facts and circumstances then existing.

7.1 Title

The Chargors are the sole legal and beneficial owners of the Security Assets free of any Security Interests or third party interest of any kind (other than pursuant to or as permitted by the Finance Documents).

7.2 **Land**

All Land beneficially owned by a Chargor as at the date of this Deed is described in Schedule 6 (*Land*).

7.3 **Investments**

- (a) All UK Shares beneficially owned by each relevant Chargor as at the date of this Deed are described in Schedule 8 (*Shares*).
- (b) All of those UK Shares and, to the extent applicable, all other Investments are fully paid.

7.4 **Specified Intellectual Property**

As at the date of this Deed:

- (a) the details of the Specified Intellectual Property specified in Schedule 5 (*Specified Intellectual Property*) are true, accurate, and complete in all material respects; and
- (b) no Chargor is the owner of any interest in any other registered Intellectual Property which is not identified in that Schedule.

8 **Undertakings**

8.1 **Bank Accounts**

- (a) Prior to the occurrence of an Event of Default which is continuing, each Chargor shall be free to deal with each Other Account in the ordinary course of its business and may close or open such Other Account with any bank or other financial institution provided that the terms of this Deed are complied with.
- (b) After the occurrence of an Event of Default which is continuing, no Chargor will be entitled to withdraw the whole or any part of any amount standing to the credit of any Other Account without the prior written consent of the Security Trustee, save as permitted by the Facility Agreement.
- (c) No Chargor will be entitled to withdraw the whole or any part of any amount standing to the credit of any Blocked Account or any Cash Collateral Account and will not take any action, claim or proceedings against the Security Trustee or any other party for the return or payment to any person of the whole or any part of any amount standing to the credit of any Blocked Account or any Cash Collateral Account.

8.2 **Book Debts**

Each Chargor will collect and realise its Book Debts and other monies and receipts and, save to the extent that the Security Trustee otherwise agrees in writing:

- (a) pay the proceeds of any Book Debts into a Blocked Account (in the case of each Borrower) or an Other Account (in the case of any other Chargor);
- (b) in the case of each Borrower, pay the proceeds of any Non-Vesting Debts into a Blocked Account; and
- (c) pending such payment into a Blocked Account or Other Account (as the case may be), hold the proceeds on trust for the Security Trustee.

8.3 **Land and Equipment**

- (a) No Chargor will, without the prior written consent of the Security Trustee make any modification or permit any modification to be made to the Specified Equipment if the effect of such modification may be to reduce the value of the Specified Equipment in any way that is materially adverse to the interests of the Secured Parties.
- (b) Each Chargor will promptly notify the Security Trustee if:
 - (i) it receives any notice under section 146 of the Act; or
 - (ii) any proceedings are commenced against it for the forfeiture of any lease of its Land.

8.4 **Investments**

- (a) After an Event of Default occurs which is continuing each Chargor will:
 - (i) promptly pay over to the Security Trustee all distributions relating to its Investments. Until such time each Chargor will pay all such distributions into a Blocked Account (in the case of a Borrower) or into an Other Account (in the case of any other Chargor); and
 - (ii) exercise all voting and other Rights attached to the Investments in any manner which the Security Trustee may direct. Until such time each Chargor will be entitled to exercise those Rights.
- (b) Each Chargor will comply with all conditions and obligations assumed by it in respect of any of its Investments where failure to so comply would in the reasonable opinion of the Security Trustee adversely affect the interests of the Secured Parties under the Finance Documents.

9 **Enforcement**

9.1 **Time for enforcement**

The Security Interests created by a Chargor under this Deed will become enforceable on the occurrence of an Event of Default which is continuing or if a Chargor so requests.

9.2 **Powers on enforcement**

At any time after the Security Interests created under this Deed has become enforceable, the Security Trustee may (without prejudice to any other of its rights and remedies and without notice to any Chargor) do all or any of the following:

- (a) serve notice on any bank at which an Other Account is open, terminating the Chargor's right to operate such Other Account;
- (b) exercise all the Rights given to mortgagees by the Act, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the Act;
- (c) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, but without the restrictions imposed by sections 99 and 100 of the Act;
- (d) to the extent that any Security Asset constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Security Trustee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (e) subject to clause 10.1 (*Appointment*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets;

- (f) appoint an administrator of any Chargor; and
- (g) taking any other action it may decide in any jurisdiction other than England.

9.3 **Disposal of the Security Assets**

In exercising the powers referred to in clause 9.2 (*Powers on enforcement*), the Security Trustee or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 **Application of proceeds**

All money received by the Security Trustee or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Security Documents) will be applied in accordance with and subject to the terms of the Intercreditor Agreement.

10 **Appointment and Powers of Receiver**

10.1 **Appointment**

A Receiver must be appointed by the Security Trustee by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Security Trustee in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Trustee may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Security Trustee may remove or replace any Receiver.

10.2 **Powers**

A Receiver will have the powers given to him by the Insolvency Legislation, the powers given to a mortgagee or a receiver by Act, but without the restrictions contained in section 103 of the Act and the power to do, or omit to do, on behalf of a Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security Interests and that Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an Insolvency Event in relation to a Chargor.

10.3 **Status and remuneration**

- (a) A Receiver will be the agent of the relevant Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.
- (b) The Security Trustee may from time to time determine the remuneration of any Receiver.

10.4 **Third parties**

A person dealing with the Security Trustee or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

11 Preservation of Security Interests

11.1 Waiver of defences

Neither the Security Interests created by this Deed nor the obligations of any Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this clause 11.1, would reduce, release or prejudice that Security Interests or any of those obligations under this Deed (whether or not known to it or the Security Trustee or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

11.2 Immediate recourse

Each Chargor waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights or security or claim payment from any person before enforcing the Security Interests constituted by this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

11.3 Appropriations

Until the expiry of the Security Period, the Security Trustee may:

- (a) refrain from applying or enforcing any other monies, security or rights held or received by the Security Trustee in respect of the Secured Obligations, or apply and enforce the same in accordance with the Intercreditor Agreement; and
- (b) hold in an interest-bearing suspense account any monies received from any Chargor or on account of any Chargor's liability in respect of the Secured Obligations.

11.4 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents:

- (a) to be indemnified by any other Chargor or any other Obligor;
- (b) to claim any contribution from any other guarantor of any Chargor's or any Obligor's obligations under the Finance Documents; and/or

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Security Trustee's rights under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Trustee.

12 Duration of the Security Interests

- (a) The liabilities of each Chargor under the Finance Documents and the Security Interests created by this Deed will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any payment by a Chargor or any other security provider or any release given by the Security Trustee (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
 - (i) the liability of such Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (ii) the Security Trustee will be entitled to recover the value or amount of that security or payment from such Chargor, as if the payment, release, avoidance or reduction had not occurred.
- (c) Section 93 of the Act will not apply to this Deed.

13 Expenses, liability and indemnity

- (a) Each Chargor will, within three Business Days of demand:
 - (i) pay the Security Trustee the amount of all costs and expenses (including legal and valuation fees) reasonably incurred by the Security Trustee in connection with the negotiation, preparation, printing and execution of this Deed and any other documents referred to in this Deed; and
 - (ii) pay all other costs and expenses (including legal fees) incurred from time to time in connection with the enforcement of or preservation of rights under this Deed by the Security Trustee, any Receiver or other person appointed by the Security Trustee under this Deed or by statute, and keep each of them indemnified against any failure or delay in paying the same.
- (b) Neither the Secured Parties nor a Receiver nor any of their Officers will be in any way liable or responsible to a Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets or this Deed, except to the extent caused by its own gross negligence or wilful misconduct.
- (c) Each Chargor shall promptly indemnify the Security Trustee and any Receiver against any cost, loss or liability reasonably incurred by any of them as a result of:
 - (i) the taking, holding, protection or enforcement of the Security Interests under this Deed in accordance with its terms;
 - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Security Trustee and each Receiver by this Deed or by law; and
 - (iii) any default by any Chargor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

- (d) The Secured Parties and any Receiver will be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in this clause 13 (*Expenses, Indemnity and Liability*).

14 Power of Attorney

- (a) Each Chargor, by way of security, irrevocably appoints each of the Security Trustee and any Receiver severally to be its attorney to do anything:
 - (i) which the Chargor is obliged to do under the Finance Documents; or
 - (ii) which the attorney may require to exercise any of the Rights conferred on it by this Deed or by law,

following the occurrence of an Event of Default which is continuing or following the failure by that Chargor to comply within 10 Business Days from receipt of a written request from the Security Trustee in accordance with the terms of this Deed, to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Deed.

- (b) Each Chargor agrees, on the request of the Security Trustee or any Receiver, to ratify and confirm all such action taken.

15 Remedies

- (a) The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- (b) No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.
- (c) If, at any time, any provision of this Deed 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 nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

16 Notices

Any communications to be made under or in connection with this Deed will be made in accordance with clause 35 (*Notices*) of the Facility Agreement.

17 Miscellaneous

17.1 Accession of Affiliates

- (a) To the extent that any Affiliate of the Company is required by the terms of the Finance Documents to provide Security Interests over its assets under English law, it may do so by executing a Deed of Accession and such Affiliate will on the date which such Deed of Accession is executed by it become a party to this Deed in the capacity of a Chargor and this Deed will be read and construed for all purposes as if such company had been an original party to this Deed as a Chargor (but for the avoidance of doubt the security created by such company will be created on the date of the Deed of Accession).
- (b) Each Chargor (other than the Company) by its execution of this Deed or any Deed of Accession, irrevocably appoints the Company to execute on its behalf any Deed of

Accession without further reference to or the consent of such Chargor and such Chargor will be bound by any such Deed of Accession as if it had itself executed such Deed of Accession.

17.2 **Other Accounts**

At any time before the Security Interests created by this Deed has become enforceable, in the absence of any directions from the Security Trustee to the contrary, any amount permitted by the terms of the Finance Documents to be paid into an Other Account will on payment into such account stand released from the fixed charge created by clause 3.3 (*Fixed charge*) and will stand subject to the floating charge created by clause 3.4(a) (*Floating charge*), provided that such release will in no respect prejudice the continuance of any fixed charge created by clause 3.3 (*Fixed charge*) in respect of any other amount.

18 **Governing Law and Jurisdiction**

18.1 **Governing Law**

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

18.2 **Jurisdiction**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) This clause 18.2 (*Jurisdiction*) is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Secured Party may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

Schedule 1

The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number (if any)
moveero Limited (formerly known as GKN Wheels Limited)	England and Wales	00751186
GKN Autostructures Limited	England and Wales	00600230

Schedule 2 Charged Accounts

Part I – Blocked Accounts

Chargor	Bank	Sort Code	Account No.	Currency
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	GBP
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	EUR
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	DKK
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	USD

Part II – Other Accounts

Chargor	Bank	Sort Code	Account No.	Currency
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	GBP
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	EUR
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	DKK
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	USD
GKN Autostructures Limited	Barclays Bank PLC	██████████	██████████	GBP
Sankey Holding Limited (formerly known as G K N Sankey Limited)	Barclays Bank PLC	██████████	██████████	GBP
moveero Limited (formerly known as GKN Wheels Limited)	Barclays Bank PLC	██████████	██████████	GBP
Sankey Holding Limited (formerly known as G K N Sankey Limited)	Barclays Bank PLC	██████████	██████████	CNY

Part III – Cash Collateral Account

Chargor	Bank	Sort Code	Account No.	Currency
Sankey Holding Limited (formerly known as G K N Sankey Limited)	Barclays Bank PLC	██████████	██████████	GBP

Schedule 3

Deed of Accession

THIS DEED OF ACCESSION is dated [●] and made

BETWEEN

- (1) [●] Limited [registered in England with number [●] whose registered office is at [●]] [a corporation organised and existing under the laws of [●] whose principal place of business is at [●]] [of [●]] (the **New Chargor**);
- (2) **Sankey Holding Limited (formerly known as G K N Sankey Limited)** registered in England with number 00074901 for itself and as agent for and on behalf of each of the other Chargors presently party to the Debenture (as defined below) (**Company**); and
- (3) **Wells Fargo Capital Finance (UK) Limited**, registered in England with number 2656007, as agent and trustee for the Secured Parties (the **Security Trustee**).

RECITALS

- (A) The Company and others as Chargors entered into a debenture dated [●] (as supplemented and amended from time to time, the Debenture) in favour of the Security Trustee.
- (B) The New Chargor has at the request of the Company and in consideration of the Secured Parties continuing to make facilities and/or Bank Products available to the Borrowers and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to it, decided in good faith and for the purpose of carrying on its business to enter into this Deed and thereby become a Chargor under the Debenture.
- (C) The Chargors and the Security Trustee intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed.
- 2 The New Chargor agrees to become a party to and bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to the Debenture in the capacity of Chargor (but so that the Security Interests created consequent on such accession will be created on the date of this Deed).
- 3 The New Chargor undertakes to be bound by all of the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.
- 4 The New Chargor grants to the Security Trustee the assignments, charges, mortgages and other Security Interests described in the Debenture as being granted, created or made by Chargors under the Debenture to the intent that its assignments, charges, mortgages and other Security Interests will be effective and binding on it and its property and assets and will not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Debenture or in any other Deed of Accession.
- 5 The Debenture and this Deed will be read and construed as one to the extent and so that references in the Debenture to:

- (a) this Deed and similar phrases will be deemed to include this Deed;
 - (b) Schedule 2 (*Charged Accounts*) will be deemed to include a reference to Part I of the Schedule to this Deed;
 - (c) Schedule 4 (*Specified Equipment*) will be deemed to include a reference to Part II of the Schedule to this Deed.
 - (d) Schedule 5 (*Specified Intellectual Property*) will be deemed to include a reference to Part III of the Schedule to this Deed;
 - (e) Schedule 2 (*Land*) will be deemed to include a reference to Part IV of the Schedule to this Deed; and
 - (f) Schedule 8 (*UK Shares*) will be deemed to include a reference to Part V of the Schedule to this Deed.
- 6 The parties agree that the bank accounts of the New Chargor specified in Part III of the Schedule to this Deed:
- (a) as Other Accounts will be designated as Other Accounts; and
 - (b) as Blocked Accounts will be designated as Blocked Accounts,
- for the purposes of the Debenture.
- 7 The Company, for itself and as agent for and on behalf of the other Chargors under the Debenture, agrees and consents to all of the matters provided for in this Deed.
- 8 Without limiting the generality of the other provisions of this Deed and the Debenture, pursuant to the terms of this Deed and the Debenture, the New Chargor as security for the payment and performance of the Secured Obligations, and in the manner specified in clause 3.1 (*Nature of charges*) of the Debenture:
- (a) charges by way of first legal mortgage:
 - (i) all the Land (if any) a brief description of which is contained in Schedule 6 (*Land*) to the Debenture and/or Part I of the Schedule to this Deed; and
 - (ii) all other Land now owned by it,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).
 - (b) mortgages or (if or to the extent that this Deed does not take effect as a mortgage) charges by way of fixed charge all of its Equipment (if any) brief descriptions of which are specified in Part V of the Schedule to this Deed (which will from today's date form part of the Specified Equipment for the purposes of the Debenture) and all spare parts and replacements for and all modifications and additions to such Equipment;
 - (c) charges by way of first fixed charge all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:
 - (i) the Blocked Account(s) specified in Part I of the Schedule to this Deed and all monies standing to the credit of such Blocked Account(s) and the debts represented by them;
 - (ii) the Intellectual Property (if any) specified in Part III of the Schedule to this Deed (which will from today's date form part of the Specified Intellectual Property of the Chargors for the purposes of the Debenture);

- (iii) Intellectual Property not charged under sub-paragraph (c)(ii) above;
- (iv) (including those held for it by any nominee) Investments including all of the UK Shares (if any) brief descriptions of which are specified in Part V of the Schedule to this Deed,

and any Rights accruing to, derived from or otherwise connected with them.

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

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Part I – Charged Accounts

Blocked Accounts

[Insert details of all Blocked Accounts of the New Chargor]

Other Accounts

[Insert details of all Other Accounts of the New Chargor]

Part II – Specified Equipment

[Insert details of any Equipment owned by the New Chargor which is to be Specified Equipment]

Part III – Specified Intellectual Property

[Insert details of any registered Intellectual Property owned by the New Chargor]

Part IV – Land

[Insert details of any real property owned by the New Chargor]

Part V – UK Shares

[Insert details of all UK Shares held by the New Chargor]

SIGNATORIES

[to the Deed of Accession]

The New Chargor

Executed as a deed by)
● **LIMITED**)
acting by a director in the presence of:)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Company

for itself and as agent for the other
Chargors party to the Debenture

Executed as a deed by)
SANKEY HOLDING LIMITED)
acting by a director in the presence of:)

Signature of witness:

.....

Name of witness:

.....

Address:

.....

.....

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

Name:

Title:

**Schedule 4
Specified Equipment**

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
GKN Autostructures Limited						
A0139					Piercing cell including associated robots etc.	Aston Martin
A0373					Sidemember Spot Weld Cell – Gun	Defender
A0374					Sidemember Spot Weld Cell – Gun	Defender
A0124					Rig Test Hyd. Power Pack	Design
A0137					Wheel Force Transducer Testing Rig	Design
A0357					Testing Rig	Design
A0358					Testing Rig Expansion Hardware and ancillary equipment	Design
A0144		Komatsu	Eleco jb20	4677	Die Loader & Die Storage	Factory Gen
A0163					Compactor	Factory Gen
A0194					Ride on floor cleaner	Factory Gen
A0391					EP1104 – Jaguar X351 chassis piercing – worthless as chassis no longer made	Jaguar
A0377					EP1102 – JCB Weld/Assy Kit overhead crane Crane	JCB
A0378					EP1102 – JCB Weld/Assy Kit Mig Welding set	JCB
A0379					EP1102 – JCB Weld/Assy Kit (NAB Area) – Install	JCB

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
A0149					Ancillary Leyland machine tools and welding cells	Leyland
A0316	2000	Prospot			Rotating spot welder with associated robots and ancillary equipment	Leyland
A0026	1991	British Clearing	Vickers USI	31-3274 CP 3276	PB2 600T Press	Press Shop
A0034	1991	British Clearing	Vickers USI	31-3274 CP 3274	600T PB4 Press	Press Shop
A0075	1981	British Clearing	Vickers USI		PB3 Press	Press Shop
AA079	1949	British Clearing			B7 2000T Press	Press Shop
A0111	1992	Weingarten			600T blanking press with coiling unit and coil levelling installed	Weingarten Press Shop
A0202	1997	Weingarten			2000T Press with automated robot picking and loading	Weingarten
A0203	1990	Weingarten 2			2000T Press	Weingarten Press Shop
A0204	1997	Vickers	USI	SE2-600-108-36	600t Press	Weingarten Press Shop
	2019	Krauss Maffei	FT MX.25.16.8000.0.0	4916024	42000kg Press	
A0046	1956	Genevoise			Genevoise Jig Borer	Toolroom
A0069	1969	Boko	F30		Boko Boring & Milling Machine	Toolroom
A0088	1974	Huron			Huron NU4 Universal Miller	Toolroom
A0093	1971	CVA			Lathe 2112X40	Toolroom
A0094	1971	OSG			Lathe Tippe 13/1X30	Toolroom
A0096	1978	Dean Smith			Lathe 2112X80	Toolroom

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
		and Grace				
A0114	1990	Mayer			CNC Lathe	Toolroom
A0116	1971	Lumsden		94ML/12/11498	Lumsden Surface Grinder	Toolroom
A0117		Butler		51640	Elgamill	Toolroom
A0178		Amada	H-400		Do All Bandsaw (30329)	Toolroom
	1992	Status		00002	CMM Machine	Throughout
	1992	Status		00007	CMM Machine	Throughout
	1992	Status		00003	CMM Machine	Throughout
A0382	2011	Bysotronic	Bylaser 4400	R1111332	Laser Cutter	Throughout
A0383	2011	Bysotronic	Xpert 400 x 4100	11730008	Press Brake	Throughout
A0397		Avery			Weighing station	Throughout
A0398		Avery			Weighing station	Throughout
A0401		Avery			Weighing station	Throughout
	2017	FlexArc K	Dual	RP1229	Ducksfeet weld cells	Throughout
	2015	FlexArc K	Singlemove	RP1023	Ducksfeet weld cells	Throughout
A0403	2016				EP1502 – JLR L462 TUT ASSEMBLY CELL Comprising	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut
	2016	ABB			Robot Arm	Sut & Tut

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
	2016	Pem Master			Stud welder	Sut & Tut
	2016	Pem Master			Stud welder	Sut & Tut
	2016	Pem Master			Stud welder	Sut & Tut
	2016	Pem Master			Stud welder	Sut & Tut
	2016	Pem Master			Stud welder	Sut & Tut
	2016				Alluminium Aging Oven	Sut & Tut
					Compressed air throughout the factory	
A0070					25 Ton Morris Crane	Factory Gen
A0071					25 Ton Overhead Crane	Press Shop
A0080					35T Overhead Crane	Press Shop
A0081					15T Overhead Crane	Press Shop
A0082					30T Overhead Crane	Press Shop
A0083					30T Overhead Crane	Press Shop
A0084					10T Overhead Crane	Press Shop
A0041					5 Ton EOT Crane Felco	Toolroom
A0042					5 Ton EOT Crane Felco	Toolroom
A0043					5 Ton EOT Electric Crane Felco	Toolroom
A0044					20 Ton OT Electric Crane	Toolroom
A0045					10 Ton Crane Morris	Toolroom
A0350					Morris Crane 5 Tonnes	Weingarten
A0351					Morris Crane 5 Tonnes	Weingarten
A0352					Morris Crane 5 Tonnes	Weingarten
A0353					Morris Crane 5 Tonnes	Weingarten
moveero Limited (formerly known as GKN Wheels Limited)						
338	2017	Gema		4001.04836	Powder coat paint line	Paint plant
339					Swan Press Cell – PS01 – Metokote	Paint plant

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
					dip coat line paint	
	2017	DTS ProDesign	VMC1600 S Super vert	VDA170082	5 axis CNC Machine	CNC Area
	2013	XYZ	1020 VMC	SMV00129	3 axis CNC Machine	CNC Area
	2017	Haas	VF9/40	1137390	5 axis CNC Machine	CNC Area
	2017	Haas	VF9/40	1140137	5 axis CNC Machine	CNC Area
	2017	Haas	VF9/40		5 axis CNC Machine	CNC Area
	2017	Haas	VF9/40		5 axis CNC Machine	CNC Area
	2017	Haas	VF9/40		5 axis CNC Machine	CNC Area
	2000 est.	Sac Dees			250T press cell	Press Area
	1947	British Clearing			2000t b6 press	Press Area
	2018			B140-980L0000	SWAN – Rim Line – PS02 comprising	Swan Area
	2018	Esam			Sheetfeeder	Swan Area
	2018	Esam			Bandrolls	Swan Area
	2018	Esam			Butt welder	Swan Area
	2018	Esam			Vur shear	Swan Area
	2018	Esam			Clip end	Swan Area
	2018	Esam			Reround press	Swan Area
	2018	Esam			Flare press	Swan Area
	2018	Esam			Roll press	Swan Area
	2018	Esam			Roll press	Swan Area
	2018	Esam			Roll press	Swan Area
	2018	Esam			Expand press	Swan Area
	2018	Esam			Valve hole pierce press	Swan Area

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
	2018	Esam			Laser checking station	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018	ABB			Robot arm	Swan Area
	2018				Conveyor	Swan Area
	2018				Conveyor	Swan Area
	2018				10T Overhead crane	Swan Area
	2018				10T Overhead crane	Swan Area
	2018				10T Overhead crane	Swan Area
					Ancillary equipment within the Swan Line	Swan Area
	2018				Swan – Assembly Line – PS04 comprising	Swan Area
	2018				Rotary table	Swan Area
	2018				Rotary table	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area

Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	ABB			Welding robot arm	Swan Area
	2018	Jinan Juneng			250t hydraulic press	Swan Area
	2018	Jinan Juneng			250t hydraulic press	Swan Area
	2018				Exit conveyor	Swan Area
	2018				Exit conveyor	Swan Area
					Ancillary equipment within the Swan Assembly Line	Swan Area
	2020	Premier	Fs 1600	a30a1714	Disc turn over unit	
19	2003	Piemme	3.2706.01	2238/1704	Cut-to-length machine	New Swan Line
74					Flange line K05001 including circle rolls	New Swan Line
158					Severn boring mill	New Swan Line
180					Finished wheel repair facility extraction unit	New Swan Line
227					Dalmec lift	New Swan Line
228					6 in total swing jib	New Swan Line
229	1974				Severn boring mill	New Swan Line
230	2001	Bode			Sub arc welding machines	New Swan Line



Equipment No.	Year of Manufacturer	Manufacturer	Model	Serial Number	Description	Location
266	2002	Secal			First harmonic wheel measurement device	New Swan Line
309					Effluent Treatment Plant	New Swan Line
A0002	1980	Hydraulicco			1500T casting Cell press	Aluminium
A0003	2002				Cell 8 casting cell press with Robot Handling System	Aluminium
A0003C	2000				Cell 7 casting cell press with Robot Handling System	Aluminium
A0013	1990	Bespoke			Stud Chain Machine	Aluminium
A0018	1997	Cincinnati		7039-AOA-RM-0916	CNC Milling Machine	Aluminium
A0300					Spectrometer	Aluminium
A0392	2005 (estimated)	Morgan	NRC 350		Indirect Squeeze Cast – horizontal press (not in use)	Aluminium

Schedule 5 Specified Intellectual Property

Trademarks

Proprietor	TM number	Jurisdiction	Registration Date
GKN Wheels Limited	018107483	EU	15 November 2019
GKN Wheels Limited	UK00003420844	UK	15 November 2019
GKN Wheels Limited	018107482	EU	15 November 2019
GKN Wheels Limited	UK00003366711	UK	31 May 2019
GKN Wheels Limited	018009924	EU	18 May 2019
GKN Wheels Limited	UK00003366705	UK	29 March 2019
GKN Wheels Limited	018009925	EU	16 May 2019
GKN Wheels Limited	UK00003366713	UK	29 March 2019
GKN Wheels Limited	018009929	EU	18 May 2019
GKN Wheels Limited	UK00003366720	UK	29 March 2019
GKN Wheels Limited	018009931	EU	29 May 2019
GKN Wheels Limited	UK00003366715	UK	29 March 2019
GKN Wheels Limited	018009927	EU	20 May 2019
GKN Wheels Limited	UK00003420846	UK	15 November 2019
GKN Wheels Limited	UK00003420842	UK	15 November 2019
GKN Wheels Limited	018107477	EU	15 November 2019
GKN Autostructures Limited	UK00001263572	UK	11 November 1988
GKN Autostructures Limited	UK00001263571	UK	11 November 1988

Design Rights

Proprietor	Registration Date	Description	Application number
GKN Wheels Limited	13 August 2004	Vehicle wheel rims (part of) 	000216007
GKN Wheels Limited	13 August 2004	Vehicle wheel rims (part of) 	000216007

Patents

Proprietor	Patent number	Description
GKN Wheels Limited	EP2106927B1	Agricultural 15 Degree with Hump
GKN Wheels Limited	RU2486064C2	Agricultural 15 Degree with Hump
GKN Wheels Limited	BRPI0911151C8	Agricultural 15 Degree with Hump
GKN Wheels Limited	200980112344.9	Agricultural 15 Degree with Hump
GKN Wheels Limited	US8991938B2	Agricultural 15 Degree with Hump
GKN Wheels Limited	EP2262651B1	Agricultural 15 Degree with Hump
GKN Wheels Limited	EP3201008B1	Centering Spacer
GKN Wheels Limited	US10259261	Centering Spacer
GKN Wheels Limited	CN107000470	Centering Spacer
GKN Wheels Limited	2684245	Centering Spacer
GKN Wheels Limited	EP3201008	Centering Spacer
GKN Wheels Limited	3201008	Centering Spacer
GKN Wheels Limited	ZA201208953B	Dual Diameter Wheel Rim

GKN Wheels Limited	US9527343B2	Dual Diameter Wheel Rim
GKN Wheels Limited	EP2576243B1	Dual Diameter Wheel Rim
GKN Wheels Limited	2503936	HIF One Piece Rim Base
GKN Wheels Limited	RU2613248C2	HIF One Piece Rim Base
GKN Wheels Limited	ZA201500488B	HIF One Piece Rim Base
GKN Wheels Limited	AU2013288451B2	HIF One Piece Rim Base
GKN Wheels Limited	ZL201380036528.8	HIF One Piece Rim Base
GKN Wheels Limited	JP6511556B2	HIF One Piece Rim Base
GKN Wheels Limited	EP2193931B1	New DW Profile
GKN Wheels Limited	BRPI0922141B8	New DW Profile
GKN Wheels Limited	CN102245398B	New DW Profile
GKN Wheels Limited	RU2476326C1	New DW Profile
GKN Wheels Limited	US8807666B2	New DW Profile
GKN Wheels Limited	US10639930	Profi-Grip
GKN Wheels Limited	GB2431141B	Three Well Wheel
GKN Wheels Limited	EP1934061B1	Three Well Wheel
GKN Wheels Limited	DE602006009532D1	Three Well Wheel
GKN Wheels Limited	CN101287614B	Three Well Wheel
GKN Wheels Limited	JP5112320B2	Three Well Wheel
GKN Wheels Limited	US9662935B2	Three Well Wheel
GKN Wheels Limited	US10105987B2	Three Well Wheel
GKN Wheels Limited	000216007-0001	Wheel Rim
GKN Wheels Limited	000216007-0002	Wheel Rim

Domain names

Proprietor	Registration Date	Expiry Date	Domain Name
GKN Wheels Limited	3 May 2018	3 May 2022	gknwheels.co.uk
GKN Wheels Limited	11 June 2018	11 June 2022	gknwheels.net
GKN Wheels Limited	14 January 2020	14 January 2023	gknwheelsproductfinder.co.uk

GKN Wheels Limited	14 January 2020	14 January 2023	gknwheelsproductfinder.com
GKN Wheels Limited	30 March 2018	30 March 2022	wheelsandstructures.co.uk
GKN Wheels Limited	30 March 2018	30 March 2022	wheelsandstructures.com
GKN Wheels Limited	3 May 2018	3 May 2022	wheelsandstructures.net
Moveero Limited			moveero.com
Moveero Limited			moveero.cn
Moveero Limited			moveero.co.uk
Moveero Limited			moveero.com
Moveero Limited			moveero.es
Moveero Limited			moveero.fi
Moveero Limited			moveero.fre
Moveero Limited			moveero.mx
Moveero Limited			moveero.nl
Moveero Limited			noveero.no
Moveero Limited			moveero.se
GKN Autostructures Ltd	25 October 2021	25 October 2022	www.autostructuresuk.co.uk
GKN Autostructures Ltd	25 October 2021	25 October 2022	www.autostructuresuk.com

Schedule 6
Land

None as at the date of this Deed.

Schedule 7
Forms of Notice to Banks and Acknowledgement

Part I - Blocked Account Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by debenture dated [●], we have charged to Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**) by way of first fixed charge all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Blocked Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Trustee at Wells Fargo Capital Finance (UK) Limited, 8th Floor, 33 King William, London EC4R 9AT, Attention: Portfolio Manager – GKN.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part II - Blocked Account Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**)
8th Floor
33 King William
London EC4R 9AT

Attention: Portfolio Manager – GKN

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the fixed charge which it has granted to the Security Trustee over the Blocked Account(s) (the Notice).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to the Security Trustee by way of a first fixed charge all of its rights, title, interest and benefit in and to the Blocked Account.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Blocked Account we will:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Blocked Account save for fees and charges payable to us for the operation of the Blocked Account;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Blocked Account;
 - (c) if requested by you, promptly send to you copies with respect to all the Blocked Accounts of all statements and copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) not permit or effect any withdrawal or transfer from the Blocked Account by or on behalf of the Company save for withdrawals and transfers requested by you in writing to us pursuant to the terms of this letter;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Blocked Account provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Blocked Account provided that:
 - (i) all instructions are received in writing to us at email [●], attention: [●];
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission;

- (iii) all instructions are given in compliance with the mandate entered into by you stipulating who may give instructions to us; and
- (iv) to the extent that an instruction is given which would in our opinion cause the Blocked Account to become overdrawn, transfer the outstanding balance in the account;
- (g) [(subject to paragraph 4(i) below) effect the following transaction on a daily basis unless we receive written notice to the contrary in accordance with paragraph 4(f) above: the cleared balance of the Blocked Account will be transferred into the account at [Bank] account number [●], being an account in your name designated the [the relevant Borrower] Loan Account attn. [●]];]
- (h) not be obliged to comply with any instructions received from you or undertake the transactions set out in paragraph 4(g)) where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law,

and in each case we will give notice thereof to the Company and the Security Trustee as well as reasons why we cannot comply with such instructions; and

- (i) not be responsible for any loss caused to you or to the Company in the event that we are unable to comply with any instructions due to circumstances set out in paragraph 4(h), and in any event, we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).
- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Blocked Account in breach of any agreement entered into by the Company with you.
- 6 We note that, for the purposes of this letter, all notices, copy notices, advices and correspondence to be delivered to you will be effectively delivered if sent by email to you at WFCFUK.Portfolio.Manager@wellsfargo.com or by post at the address at the top of this letter, in both cases marked for the attention of the Portfolio Manager – GKN.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....
for and on behalf of
[Bank]

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Wells Fargo Capital Finance (UK) Limited

Part III - Other Accounts Notice

[On Headed Notepaper of relevant Chargor]

[Date]

[Bank]

[Branch]

Attention: []

Dear Sirs,

- 1 We hereby give you notice that by a debenture dated [●], we have charged to Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**) all our rights, title, interest and benefit in and to the following account(s) held with yourselves and all amounts standing to the credit of such account from time to time:

Account No. [●], sort code [●]

Account No. [●], sort code [●]

[Repeat as necessary]

(the **Charged Account(s)**).

- 2 Please acknowledge receipt of this letter by returning a copy of the attached letter on your own headed notepaper with a receipted copy of this notice forthwith, to the Security Trustee at Wells Fargo Capital Finance (UK) Limited, 8th Floor, 33 King William, London EC4R 9AT, Attention: Portfolio Manager – GKN.

Yours faithfully

.....
for and on behalf of
[the relevant Chargor]

Part IV - Other Accounts Acknowledgement

[On the Headed Notepaper of Bank]

[Date]

Wells Fargo Capital Finance (UK) Limited (the **Security Trustee**)
8th Floor
33 King William,
London EC4R 9AT

Attention: Portfolio Manager – GKN

Dear Sirs,

[Name of Chargor] (Company)

- 1 We refer to the notice, received today from the Company with respect to the charge which it has granted to you over the Charged Accounts (the **Notice**).
- 2 Terms not defined in this letter will have the meanings given to them in the Notice.
- 3 We hereby acknowledge that the Company has charged to you all of its rights, title, interest and benefit in and to the Charged Accounts.
- 4 We hereby irrevocably undertake to you that until receipt by us of notice from you confirming that you no longer have any interest in the Charged Accounts we will:
 - (a) not exercise any right of combination, consolidation, merger or set-off which we may have in respect of, or otherwise exercise any other right which we may have to apply any monies from time to time standing or accruing to the credit of the Charged Accounts save for fees and charges payable to us for the operation of the Charged Accounts;
 - (b) promptly notify you of any renewal, renumbering or redesignation of any and all of the Charged Accounts;
 - (c) on request from you send to you copies with respect to all the Charged Accounts of all statements together with copies of all credits, debits and notices given or made by us in connection with such account;
 - (d) permit or effect any withdrawal or transfer from the Charged Accounts in accordance with the Company's mandate with us until we receive notice from you terminating the Company's right to operate the Charged Accounts;
 - (e) comply with all instructions received by us from you from time to time with respect to the conduct of the Charged Accounts provided that such instructions are given in accordance with the terms of this letter;
 - (f) comply with all instructions received by us from you from time to time with respect to the movement of funds from the Charged Accounts provided that:
 - (i) all instructions are received in writing, to us at email [●], attention: [●];
 - (ii) all instructions must be received by 2pm if they are to be complied with on the same Business Day. Instructions received outside such hours will be complied with on the next Business Day following such receipt. Email instructions will be deemed received at the time of transmission; and

- (iii) to the extent that an instruction is given which would in our opinion cause any Charged Account to become overdrawn we will transfer the cleared balance in the account.
 - (g) not be obliged to comply with any instructions received from you where:
 - (i) due to circumstances not within our direct control we are unable to comply with such instructions; and
 - (ii) that to comply with such instructions will breach a Court Order or be contrary to applicable law;
- and in each case we will give notice thereof to you and the Company as well as reasons why we cannot comply with such instructions; and
- (h) in the event that we are unable to comply with any instructions due to circumstances set out in paragraph (g) not be responsible for any loss caused to you or to the Company and in any event we will not be liable for any consequential, special, secondary or indirect loss of or damage to goodwill, profits or anticipated savings (however caused).

- 5 You acknowledge that we are obliged to comply with the terms of this letter and that we have no notice of the particulars of the charge granted to you by the Company other than as set out in the Notice and this letter. You further acknowledge that subject to the terms of this letter we will not be liable to you in any respect if the Company operates the Charged Accounts in breach of any agreement entered into by the Chargor with you.
- 6 We are irrevocably authorised by you to follow any instructions received from you in relation to the Charged Accounts from any person that we reasonably believe is an authorised officer of the Security Trustee, without further inquiry as to the Security Trustee's right or authority to give such instructions and we will be fully protected in acting in accordance with such instructions.

This letter is governed by and will be construed in accordance with English law.

Yours faithfully

.....
for and on behalf of
[Bank]

We hereby acknowledge and accept the terms of this letter

.....
for and on behalf of
Wells Fargo Capital Finance (UK) Limited

Schedule 8 UK Shares

Chargor	Subsidiary	Type of Share	Number of Shares
Sankey Holding Limited (formerly known as G K N Sankey Limited)	moveero Limited (formerly known as GKN Wheels Limited)	Ordinary	5,000,000 of £1 each
Sankey Holding Limited (formerly known as G K N Sankey Limited)	GKN Autostructures Limited	Ordinary	5,000,000 of £1 each
GKN Autostructures Limited	GKN Thompson Chassis Limited	Ordinary	100 of £1 each

Signatories

The Chargors

Executed as a deed by
SANKEY HOLDING LIMITED
acting by a director in the presence of:

)
)
)



Signature of witness:

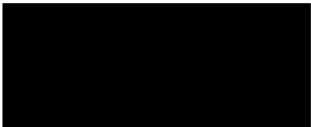

Name of witness:

Jan Luedicke
.....

Address:

.....
.....

Executed as a deed by
GKN AUTOSTRUCTURES LIMITED
acting by a director in the presence of:

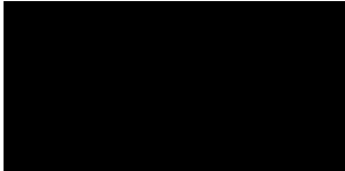
)
)
)



Signature of witness:

Name of witness:

Jan Luedicke
.....

Address:

.....
.....

Executed as a deed by
MOVEERO LIMITED
acting by a director in the presence of:

)
)
)



Signature of witness:

Name of witness:

Jan Luedicke
.....

Address:

.....
.....

The Security Trustee

WELLS FARGO CAPITAL FINANCE (UK) LIMITED

By:

Name:

Title:

