



**Registration of a Charge**

Company Name: **ADDISON MOTORS LIMITED**

Company Number: **00714804**



XD316S3D

Received for filing in Electronic Format on the: **13/05/2024**

**Details of Charge**

Date of creation: **10/05/2024**

Charge code: **0071 4804 0038**

Persons entitled: **JPMORGAN CHASE BANK, N.A.**

Brief description:

**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: **SIMPSON THACHER & BARTLETT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 714804

Charge code: 0071 4804 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th May 2024 and created by ADDISON MOTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2024 .

Given at Companies House, Cardiff on 17th May 2024

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**

**EXECUTION VERSION**

**DATED 10 May 2024**

**THE COMPANIES NAMED IN THIS DEED**

as Chargors

and

**JPMORGAN CHASE BANK, N.A.**

as Collateral Agent

**DEBENTURE**

**SIMPSON THACHER & BARTLETT LLP  
LONDON**

## CONTENTS

|     |  |    |
|-----|--|----|
| 1.  | Definitions and Interpretation .....                                     | 1  |
| 2.  | Covenant to Pay .....  | 9  |
| 3.  | Excluded Assets .....  | 9  |
| 4.  | Grant of Security .....  | 10 |
| 5.  | Fixed Security .....   | 10 |
| 6.  | Floating Charge .....  | 11 |
| 7.  | Conversion of Floating Charge .....                                      | 11 |
| 8.  | Liability of Chargors Relating to Security Assets .....                  | 13 |
| 9.  | Representations .....  | 13 |
| 10. | Undertakings by the Chargors and Dealing with Security Assets .....      | 13 |
| 11. | Power to Remedy .....  | 15 |
| 12. | When Security Becomes Enforceable .....                                  | 16 |
| 13. | Enforcement of Security .....  | 16 |
| 14. | Receiver .....   | 18 |
| 15. | Powers of Receiver .....   | 19 |
| 16. | Application of Proceeds .....  | 21 |
| 17. | Set-off .....  | 22 |
| 18. | Delegation .....   | 22 |
| 19. | Power of Attorney .....  | 22 |
| 20. | Currency Conversion .....  | 23 |
| 21. | Continuing Security .....  | 23 |
| 22. | Changes to the Parties .....   | 24 |
| 23. | Miscellaneous .....  | 25 |
| 24. | Partial Invalidity .....   | 26 |
| 25. | Remedies and Waivers .....   | 26 |
| 26. | Amendments .....   | 26 |
| 27. | Counterparts .....   | 27 |
| 28. | Notices .....  | 27 |
| 29. | Release .....  | 27 |
| 30. | Perpetuity Period .....  | 28 |
| 31. | Governing Law .....  | 28 |
| 32. | Jurisdiction .....   | 28 |
|     | Schedule 1 Original Chargors .....                                       | 29 |
|     | Schedule 2 Form of Notice to and Acknowledgement from Account Bank ..... | 31 |
|     | Schedule 3 Form of Notice to and Acknowledgement by Insurers .....       | 34 |

|   |    |
|---|----|
| Schedule 4 Form of Notice and Acknowledgement of assignment ..... | 37 |
| Schedule 5 Form of Accession Deed .....                           | 40 |

THIS DEED is made on 10 May 2024

**BETWEEN:**

- (1) **THE COMPANIES** listed in Schedule 1 (*Original Chargors*) (each an “**Original Chargor**” and together the “**Original Chargors**”); and
- (2) **JPMORGAN CHASE BANK, N.A.** as collateral agent for itself and on behalf of the Secured Parties (as defined below) on the terms and conditions set out in the Credit Agreement (as defined below) and in this Deed (in such capacity, the “**Collateral Agent**”).

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

- (a) unless otherwise stated, terms defined in, or construed for the purposes of the Credit Agreement have the same meanings and construction when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) at all times the following terms have the following meanings:

“**Accession Deed**” means an accession deed substantially in the form set out in Schedule 5 (*Form of Accession Deed*);

“**Account Notice**” has the meaning given to that term in paragraph (b) of Clause 10.5 (*Notice of assignment and/or charge*);

“**Act**” means the Law of Property Act 1925;

“**Assigned Assets**” means the Security Assets expressed to be assigned pursuant to Clause 5.2 (*Security assignments*);

“**Charged Accounts**” means any present or future current, deposit or other account of any Chargor held with any bank, financial institution or other person at any time in each case together with any replacement account or subdivision or sub-account of any account;

“**Chargors**” means:

- (a) each Original Chargor; and
- (b) any other company which accedes to this Deed pursuant to an Accession Deed;

“**Copyright License**” means any written agreement naming any Chargor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, including any exclusive Copyright licenses;

**“Copyrights”** means (a) all copyrights arising under the laws of the United Kingdom or any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including without limitation, all registrations, recordings and applications in the Intellectual Property Office of the United Kingdom and/or the European Patent Office; (b) the right to obtain all renewals thereof and (c) any other adjacent or other rights related or appurtenant to the foregoing, including moral rights;

**“Credit Agreement”** means the New York law governed credit agreement dated on or about the date of this Deed between, among others, (i) AAG FH UK Limited and Global Auto Holdings Limited as the Borrowers, and (ii) JPMorgan Chase Bank, N.A. as Administrative Agent (as supplemented, amended and/or restated from time to time);

**“Debenture Security”** means the Security created or evidenced by or pursuant to this Deed or any Accession Deed;

**“Delegate”** means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Collateral Agent or by a Receiver;

**“Declared Default”** means (a) an Event of Default which is continuing and, in respect of which, the Administrative Agent has exercised its rights set out in Section 7.02 (*Remedies Upon an Event of Default*) of the Credit Agreement, and/or (b) the occurrence of an Event of Default under Section 7.01(f) of the Credit Agreement;

**“Event of Default”** means any “Event of Default” under and as defined in the Credit Agreement;

**“Excluded Assets”** has the meaning given to that term in the Credit Agreement;

**“Group”** means the Borrowers and each of their Subsidiaries for the time being;

**“Insurances”** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Chargor, or in which a Chargor from time to time has an interest;

**“Intellectual Property”** means all rights, priorities and privileges relating to intellectual property, whether registered or unregistered whether arising under United Kingdom, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

**“Material Adverse Effect”** means a “Material Adverse Effect” under and as defined in the Credit Agreement;

**“Party”** means a party to this Deed;

**“Patent License”** means all agreements, whether written or oral, providing for the grant by or to any Chargor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent;

**“Patents”** means (a) all patents registered in the United Kingdom or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated

therewith; (b) the benefit of all applications for patents in the United Kingdom or any other country or any political subdivision thereof and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing;

**“Permitted Encumbrance”** means a “Permitted Lien” under and as defined in the Credit Agreement;

**“Quasi-Security”** means a transaction in which a Chargor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enters into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising indebtedness or of financing the acquisition of an asset.

**“Receivables”** means all present and future book debts and other debts, rentals, royalties, fees, VAT, monetary claims, intercompany trading balances and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor’s liens and similar associated rights); and
- (b) all proceeds of any of the foregoing;

**“Receiver”** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Collateral Agent under this Deed and that term will include any appointee made under a joint and/or several appointment;

**“Relevant Contract”** means any hedging agreement, any contract or lease or other agreement, instrument, or other undertaking to which a Chargor is or may become a party or by which it or any of its property constituting Security Assets hereunder is or may be bound;

**“Secured Debt Documents”** has the meaning given to the term “Loan Documents” in the Credit Agreement;

**“Secured Obligations”** means all Obligations at any time owed or owing to the Secured Parties (or any of them);

**“Secured Obligations Payment Date”** means the date on which all Secured Obligations have expired or been terminated and the Secured Obligations have been paid in full (other than contingent indemnification obligations for which no claim has been made) and all Letters of



Credit have been canceled or expired without pending drawings or Cash Collateralized on terms reasonably satisfactory to the applicable Issuing Bank (or other credit support satisfactory to the applicable Issuing Bank has been provided);

**“Secured Parties”** has the meaning given to that term in the Credit Agreement;

**“Security”** has the meaning given to the term “Lien” in the Credit Agreement;

**“Security Assets”** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed or any Accession Deed;

**“Security Period”** means the period beginning on the date of this Deed and ending on the Secured Obligations Payment Date;

**“Subsidiary”** means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

**“Trademark License”** means any agreement, whether written or oral, providing for the grant by or to any Chargor of any right to use any Trademark;

**“Trademarks”** means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether with the Intellectual Property Office of the United Kingdom and/or the European Intellectual Property Office or any similar office in any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto; (b) the right to obtain all renewals thereof and (c) all goodwill associated therewith or symbolised thereby;

**“Trade Secrets”** means all trade secrets and all other confidential and proprietary information and know-how technology, proprietary data, databases, and computer programs, proprietary methodologies and algorithms, whether or not reduced to a writing or other tangible form, to the extent not covered by the definitions of Patents, Trademarks and Copyrights;

**“Trust Property”** means:

- (a) any Security created or evidenced or expressed to be created or evidenced under or pursuant to this Deed or under or pursuant to any other Loan Document, and expressed to be granted in favour of the Collateral Agent as trustee for itself and on behalf of the Secured Parties and all proceeds of that Security;
- (b) all obligations expressed to be undertaken by each Chargor to pay amounts in respect of its liabilities to the Collateral Agent as trustee for itself and on behalf of the Secured Parties and secured by the Security created by this Deed or by any other Loan Document together with all representations and warranties expressed to be given by that Chargor in favour of the Collateral Agent as trustee for itself and on behalf of the Secured Parties; and
- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Collateral Agent is required by the terms of

this Agreement or by the terms of any other Loan Document to hold as trustee on trust for itself and on behalf of the Secured Parties; and

**“Warning Notice”** means a “warning notice” as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

## 1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
  - (i) a **“Chargor”** the **“Collateral Agent”** or any other **“Secured Party”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or additional Collateral Agent or trustee in accordance with the Secured Debt Documents;
  - (ii) **“this Deed”**, any **“Secured Debt Document”** or any other agreement or instrument is a reference to this Deed, that Secured Debt Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances);
  - (iii) **“Secured Obligations”** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any entity;
  - (iv) any clause or schedule is a reference to, respectively, a clause of and schedule to this Deed and any reference to this Deed includes its schedules; and
  - (v) a provision of law is a reference to that provision as amended or re-enacted,
- (b) The index to and the headings in this Deed are inserted for convenience only and are to be ignored in construing this Deed.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
  - (i) must be complied with at all times during the Security Period; and
  - (ii) is given by such Chargor for the benefit of the Collateral Agent and each other Secured Party.
- (e) If the Collateral Agent reasonably considers that an amount paid by any member of the Group in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

- (g) This Deed is a “Collateral Document” and a “Loan Document” as defined in the Credit Agreement and is entered into with the benefit of, and subject to, the terms of the Secured Debt Documents and, in particular, the Collateral Agent is entitled to all of the rights and benefits of the Collateral Agent and the Administrative Agent as set out in Article VIII (*The Administrative Agent*) of the Credit Agreement. Other than this Section 1.2(h), if any conflict or inconsistency exists between the provisions of this Deed and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail.
- (h) The absence of or incomplete details relating to any Security Asset in any schedule or appendix hereto or any Accession Deed does not affect the validity or enforceability of any Security or the scope of Security Assets under this Deed or any Accession Deed.
- (i) A reference to “continuing” in relation to an Event of Default means an Event of Default that has not been cured or waived (in each case, pursuant to the terms of the Credit Agreement).

### **1.3 Permitted Transactions**

The terms of this Security Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Credit Agreement and the Collateral Agent shall promptly enter into such documentation and/or take such other action as is required by the Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Collateral Agent entering into such documentation and/or taking such other action at the request of the Chargor pursuant to this Clause 1.3 shall be for the account of the Chargor, subject to Section 9.03 (*Expenses; Limitation of Liability; Indemnity Etc*) of the Credit Agreement.

### **1.4 Agreement to be bound**

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

### **1.5 Trust**

- (a) The Collateral Agent is acting in this Deed as trustee for itself and on behalf of the Secured Parties on the terms of the Credit Agreement and this Deed.
- (b) All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Collateral Agent are made, created and entered into in favour of the Collateral Agent as trustee for itself and on behalf of the Secured Parties from time to time on the terms of the Credit Agreement.
- (c) The Collateral Agent declares (and each Chargor acknowledges) that the Trust Property is held by the Collateral Agent as a trustee for itself and on behalf of the Secured Parties on the basis of the duties, obligations and responsibilities set out in the Credit Agreement, this Deed and the other Secured Debt Documents.
- (d) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts created by this Deed or any other Secured Debt Document. In

performing its duties, obligations and responsibilities, the Collateral Agent shall be considered to be acting only in the mechanical and administrative capacity or as expressly provided in this Deed and the other Secured Debt Documents. Where there are any inconsistencies between the Trustee Act 1925 and Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act. The rights, powers and discretions conferred upon the Collateral Agent by this Deed shall be supplemental to the Trustee Act 1925 and Trustee Act 2000 and in addition to any which may be vested in the Collateral Agent by general law or otherwise.

- (e) In acting as trustee for the Secured Parties under this Deed, the Collateral Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any of its other divisions or departments. Any information received by some other division or department of the Collateral Agent may be treated as confidential and shall not be regarded as having been given to the Collateral Agent's trustee division.
- (f) The Collateral Agent shall not be bound to account to any other person for any sum or the profit element of any sum received by it for its own account.
- (g) The Collateral Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Chargor.
- (h) The Collateral Agent shall not be obliged:
  - (i) to insure any of the Security Assets;
  - (ii) to require any other person to maintain any insurance; or
  - (iii) to verify any obligation to arrange or maintain insurance contained in any Secured Debt Document,

and the Collateral Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

- (i) Where the Collateral Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind.
- (j) The Collateral Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Chargor may have to any of the Security Assets and shall not be liable for, or bound to require any Chargor to remedy, any defect in its right or title.
- (k) The permissive rights of the Collateral Agent in the Secured Debt Documents shall not be read as obligations.
- (l) The Collateral Agent is not a fiduciary of and shall not owe or be deemed to owe any fiduciary duty to any Chargor or any of its affiliates.

- (m) The Collateral Agent executes this Deed in its capacity as Collateral Agent in the exercise of the rights, powers, authorities and discretions conferred and vested in it under the Secured Debt Documents for and on behalf of the Secured Parties for whom it acts. The Collateral Agent will exercise its rights, powers, authorities and discretions under this Deed in the manner provided for in the Secured Debt Documents and, in so acting, the Collateral Agent shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Secured Debt Documents as if they were set out in full in this Deed.
- (n) Notwithstanding any other provision of this Deed, in acting under and in accordance with this Deed, the Collateral Agent is entitled to seek instructions from the Secured Parties in accordance with the provisions of the Secured Debt Documents and at any time, and where it so acts or refrains from acting on the instructions of the Secured Parties, the Collateral Agent shall not incur any liability to any person for so acting or refraining from so acting.
- (o) It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be created by this Deed, the relationship of the Secured Parties to the Collateral Agent shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Deed shall have full force and effect.

## **1.6 Third party rights**

Subject to any provision to the contrary in a Secured Debt Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

## **1.7 Custodian and nominees**

- (a) The Collateral Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any assets of the trust created under this Deed as the Collateral Agent may determine, including for the purpose of depositing with a custodian this Deed or any document relating to the trust created under this Deed and the Collateral Agent shall not be responsible for the negligence or misconduct of any custodian or nominee except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that the Collateral Agent acted with gross negligence or wilful misconduct in the selection of such custodian or nominee.
- (b) If the Collateral Agent causes or requires any asset to be registered in the name of a nominee for the Collateral Agent, any reference in this Deed to the Collateral Agent shall, if the context so permits or requires, be construed as a reference to each of the Collateral Agent and such nominee.

## **1.8 Obligations secured by this Deed**

By entering into or, as the case may be, acceding to this Deed, each Chargor expressly confirms and agrees that:

- (a) the Security created or intended to be created by it under or evidenced by this Deed is intended as security for the payment and discharge of all of the Secured Obligations and

without any need or requirement for any amendment or supplement to this Deed at any time after the date of this Deed (or, as the case may be, the date upon which such Chargor accedes to this Deed) notwithstanding any change in or to the Secured Obligations from time to time after such date;

- (b) the Security created or intended to be created under or evidenced by this Deed is intended as security for the payment and discharge of the Secured Obligations notwithstanding any change of the Collateral Agent and/or any change of the Secured Parties from time to time (including, without limitation, a change to all or substantially all of the Secured Parties) and/or any amendment (however fundamental), novation, termination, replacement, supplement of any Secured Debt Document (including, without limitation, the terms upon which the Collateral Agent holds the Security created or intended to be created under or evidenced by this Deed) and/or any other Secured Debt Document; and
- (c) the Security created under or evidenced by this Deed does not apply to any liability to the extent that would result in this Security constituting unlawful financial assistance within the meaning of Section 677 or Section 678 of the Companies Act 2006 or any equivalent provision of any applicable law.

## **2. COVENANT TO PAY**

Each Chargor covenants, as a primary obligor and not merely as a surety, for the benefit of the Collateral Agent (as Collateral Agent for itself and on behalf of the other Secured Parties), by way of an independent obligation, that it will on demand pay and discharge the Secured Obligations on their due date in accordance with the Secured Debt Documents, or, if they do not specify a time for performance, promptly on demand by the Collateral Agent.

## **3. EXCLUDED ASSETS**

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the Collateral Agent after the date on which the relevant Chargor becomes a party to this Debenture:
  - (i) the Excluded Assets shall be excluded from the Security created by Clause 5 (*Fixed Security*) and from the operation of any further assurance provisions contained in the Secured Debt Documents; and
  - (ii) any assets of a Chargor identified in paragraph (m) of the definition of “Excluded Assets” in the Credit Agreement shall be excluded from the Security created by Clause 6 (*Floating Charge*) and from the operation of any further assurance provisions contained in the Secured Debt Documents.
- (b) If at any time a Chargor notifies the Collateral Agent that an asset subject to the Security created by Clause 5 (*Fixed Security*) is excluded by virtue of this Clause 3 (*Excluded Assets*), the Collateral Agent shall promptly enter into such documentation as is reasonably required by that Chargor in order to release that asset from the Security created by Clause 5 (*Fixed Security*) provided that any costs and expenses incurred by the Collateral Agent entering into such documentation at the request of such Chargor pursuant to this Clause 3 (*Excluded Assets*) shall be for the account of such Chargor. The Collateral Agent is entitled to rely absolutely and without any further investigation on

any such notification from a Chargor and is irrevocably authorized by each Secured Party to enter into such documentation.

#### **4. GRANT OF SECURITY**

##### **4.1 Nature of security**

All Security and dispositions created or made by or pursuant to this Deed:

- (a) are granted in favour of the Collateral Agent as trustee for itself and on behalf of the Secured Parties;
- (b) are given as beneficial owner and with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) are continuing security for payment, discharge and performance of the Secured Obligations.

##### **4.2 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

#### **5. FIXED SECURITY**

##### **5.1 Fixed charges**

Subject to Clause 3 (*Excluded Assets*), each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first fixed charge:
  - (i) all plant and machinery, computers, office equipment and other chattels the benefit of all contracts, licences and warranties relating to the same;
  - (ii) all Charged Accounts and all monies at any time standing to the credit of such Charged Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
  - (iii) all Intellectual Property;
  - (iv) to the extent that any Assigned Asset is not effectively assigned under Clause 5.2 (*Security assignments*), all its right, title and interest in, proceeds of (and claims under) each Assigned Asset;
  - (v) all of the goodwill and uncalled capital of such Chargor; and

- (b) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
  - (i) the benefit of all licences, consents, agreements and authorisations held or used by such Chargor in connection with the use of any of its assets; and
  - (ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it.

## **5.2 Security assignments**

Subject to Clause 3 (*Excluded Assets*), each Chargor assigns and agrees to assign absolutely as continuing security for the payment and discharge of the Secured Obligations (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (b) all Insurances and all claims under the Insurances and all proceeds of the Insurances; and
- (c) all Receivables.

To the extent that any Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate instead as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Relevant Contracts, Insurances and Receivables.

## **5.3 Assigned Assets**

The Collateral Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of an Assigned Asset against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

## **6. FLOATING CHARGE**

Subject to Clause 3 (*Excluded Assets*), each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking.

## **7. CONVERSION OF FLOATING CHARGE**

### **7.1 Conversion by notice**

The Collateral Agent may, by written notice to a Chargor, convert the floating charge created under this Deed into a fixed charge with immediate effect as regards all or any of the Security Assets subject to the floating charge and specified in the notice if:

- (a) an Event of Default has occurred and is continuing;
- (b) the Collateral Agent considers (acting reasonably) any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, save where the relevant Chargor's dealing with



the relevant Security Asset is in a manner which is permitted or not prohibited by the Secured Debt Documents; or

- (c) the Collateral Agent considers (acting reasonably) that it is necessary or desirable in order to protect the priority, value or enforceability of the Security created or purported to be created by this Deed.

## **7.2 Small companies**

The floating charge created under this Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

## **7.3 Automatic conversion**

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically and without notice convert into a fixed charge:

- (a) in relation to any Security Asset of a Chargor which is subject to a floating charge if:
  - (i) that Chargor creates (or attempts or purports to create) any Security (other than any Permitted Encumbrance) on or over the relevant Security Asset without the prior written consent of the Collateral Agent;
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset;
  - (iii) any other floating charge crystallises, or is attempted to or purported to crystallise over that Security Asset;
- (b) if that Chargor is, or is deemed or is declared for the purpose of any applicable laws to be, unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the restructuring of any of its indebtedness;
- (c) if an administrator is appointed in respect of that Chargor or the Collateral Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986); or
- (d) if that Chargor convenes a meeting of its creditors or a proposal or arrangement or restructuring plan or scheme or composition with, or any assignment is made for the benefit of, its creditors, or a petition is presented, or a meeting called for the purpose of considering a resolution regarding such matters or other steps are taken for its winding-up or dissolution.

## **7.4 Partial conversion**

The giving of a notice by the Collateral Agent pursuant to Clause 7.1 (*Conversion by notice*) in relation to any class of Security Assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Collateral Agent to serve similar notices in respect of any other

class of Security Assets or of any other right of the Collateral Agent and/or the other Secured Parties.

## **7.5 Moratoria**

- (a) Subject to paragraph (b) below, the floating charge created under this Deed may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,under Part A1 of the Insolvency Act 1986.
- (b) Paragraph (a) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

## **8. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Collateral Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

## **9. REPRESENTATIONS**

### **9.1 Ownership of Security Assets**

Each Chargor is, to the best of its knowledge and belief, the sole legal and beneficial owner of all of the Security Assets.

### **9.2 Time when representations are made**

- (a) All the representations and warranties in this Clause 9 are made by each Chargor:
  - (i) on the date of this Deed; and
  - (ii) (in the case of a company that accedes to the terms of this Deed pursuant to an Accession Deed) on the day which it becomes a Chargor by reference to the relevant schedule (or part thereof) of the Accession Deed by which it accedes to this Deed (except to the extent such representations and warranties specifically refer to an earlier date).
- (b) Each representation and warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made (except to the extent such representations and warranties specifically refer to an earlier date).

## **10. UNDERTAKINGS BY THE CHARGORS AND DEALING WITH SECURITY ASSETS**

### **10.1 General**

Each undertaking of a Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by such Chargor for the benefit of the Collateral Agent and each other Secured Party.

## **10.2 Negative pledge**

No Chargor shall create, purport to create or permit to subsist any Security or Quasi-Security on any Security Asset or agree to do any of the foregoing except for a Permitted Encumbrance, except as otherwise permitted under, or not prohibited by the Secured Debt Documents.

## **10.3 No disposals**

No Chargor shall, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of any Security Asset or its interests therein except as permitted or not prohibited by the Secured Debt Documents.

## **10.4 Bank accounts**

- (a) Where a Charged Account is not maintained with the Collateral Agent, each Chargor shall deliver, promptly following request of the Collateral Agent after the occurrence of an Event of Default which is continuing, a notice substantially in the form set out in Schedule 2 (*Form of Notice to and Acknowledgement from Account Bank*) (an “**Account Notice**”) duly executed by it on the bank with whom the Charged Account is maintained, and use all reasonable endeavours to procure that such bank signs and delivers to the Collateral Agent the acknowledgement attached to the Account Notice, provided that if such bank has not delivered an acknowledgment within twenty (20) Business Days, the obligation to obtain the acknowledgment will cease. The execution of this Deed (or the relevant Accession Deed) by the Collateral Agent and the relevant Chargor shall constitute notice to the Collateral Agent of the charge created over any Charged Account opened or maintained with the Collateral Agent by such Chargor.
- (b) The Collateral Agent shall be entitled to give any notice referred to in paragraph 2 of the Account Notice, withdrawing its consent to the making of withdrawals by the Chargors in respect of the Charged Accounts, following the occurrence of a Declared Default and for so long as it is continuing or if any of the circumstances described in Clause 7 (*Conversion of Floating Charge*) have arisen, after which time the Chargors may not withdraw or transfer all or any monies from time to time standing to the credit of any Charged Account except with the prior written consent of the Collateral Agent.
- (c) Until the occurrence of a Declared Default or any of the circumstances described in Clause 7 (*Conversion of Floating Charge*) in respect of a Chargor have arisen in respect of the Charged Accounts, each Chargor shall be entitled to deal with its Charged Accounts in any manner not prohibited by the Secured Debt Documents.
- (d) At any time following the occurrence of a Declared Default or if any of the circumstances described in Clause 7 (*Conversion of Floating Charge*) in respect of a Chargor have arisen in respect of the Charged Accounts, the Collateral Agent may at any time, without prior notice exercise from time to time all rights, powers and remedies held by it as chargee of the Charged Accounts to:

- (i) demand and receive all and any monies due under or rising out of each Charged Account for application against all or any part of the Secured Obligations in accordance with the terms of the Secured Debt Documents; and
- (ii) exercise all such rights as that Chargor was then entitled to exercise in relation to such Charged Account or might, but for the terms of this Deed exercise.

## **10.5 Notice of assignment and/or charge**

- (a) As regards all Assigned Assets, each Chargor shall, promptly and in any event within ten (10) Business Days (or such longer time period as the Collateral Agent may agree) of the request of the Collateral Agent following an Event of Default which is continuing, in respect of each of its Assigned Assets, deliver a duly completed and executed notice of assignment to each other party to that Assigned Asset and shall use all reasonable endeavours for a period of no more than twenty (20) Business Days following delivery of the notice of assignment to procure that each such party executes and delivers to the Collateral Agent an acknowledgement, in the case of Insurances, substantially in the form set out in Schedule 3 (*Form of Notice to and Acknowledgement by Insurers*) and in the case of all other Assigned Assets substantially in the form set out in Schedule 4 (*Form of Notice and Acknowledgement of assignment*) or in each case such other form as the Collateral Agent may reasonably specify, provided that the obligation to procure the acknowledgment shall cease at the end of the twenty (20) Business Day period. The execution of this Deed (or the relevant Accession Deed) by the relevant Chargors shall constitute notice to each relevant Chargor (each a “**Chargor Counterparty**”) of the assignment of any Assigned Asset and shall constitute acknowledgment of such notice by each Chargor Counterparty.
- (b) By virtue of them being a party of this Deed (whether as at the date of this Deed or by way of executing an Accession Deed), each Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under this Deed (or any Accession Deed) over any Assigned Assets pursuant to which any amounts or other obligations are owed to them by another Chargor.

## **11. POWER TO REMEDY**

### **11.1 Power to remedy**

If at any time a Chargor does not comply with any of its obligations under this Deed the Collateral Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall, following a Declared Default which is continuing, be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Collateral Agent and its employees and agents by way of security, following a Declared Default which is continuing, to do all such things (including entering the property of such Chargor) which are necessary to rectify that default.

### **11.2 Mortgagee in possession**

Neither the Collateral Agent nor any Receiver nor Delegate shall be liable to account as a mortgagee in possession in respect of all or part of the Security Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Security Assets to which a mortgagee or a mortgagee in possession might otherwise be liable.

## **12. WHEN SECURITY BECOMES ENFORCEABLE**

### **12.1 When enforceable**

This Debenture Security shall become immediately enforceable upon the occurrence of a Declared Default which is continuing.

### **12.2 Statutory powers**

The power of sale and other powers conferred on the Collateral Agent and on a Receiver by this Deed shall operate as a variation and extension of the statutory power of sale conferred by section 101 of the Act and such power shall arise immediately on execution of this Deed (but shall only be exercisable upon and at any time after the occurrence of a Declared Default which is continuing).

### **12.3 Enforcement**

After this Debenture Security has become enforceable, the Collateral Agent may in its absolute discretion enforce all or any part of the Debenture Security in such manner as it sees fit.

## **13. ENFORCEMENT OF SECURITY**

### **13.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Debenture Security.

### **13.2 Powers of leasing**

The statutory powers of leasing conferred on the Collateral Agent are extended so as to authorise the Collateral Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Collateral Agent may think fit and without the need to comply with section 99 or 100 of the Act. If there is any ambiguity between the powers contained in such statutes and those contained in this Deed, those contained in the Deed shall prevail.

### **13.3 Powers of Collateral Agent**

- (a) At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Collateral Agent may without further notice (unless required by law):
  - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
  - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor; and/or
  - (iii) exercise all or any of the powers conferred on mortgagees or receivers by the Act (as amended or extended by this Deed) or otherwise conferred by law on

mortgagees or receivers and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.

- (b) The Collateral Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

#### **13.4 Right of Appropriation**

To the extent that any of the Security Assets constitute “financial collateral” and this Deed and the obligations of the Chargors hereunder constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Collateral Agent shall at any time after the Debenture Security becomes enforceable have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the relevant Chargors. For the purpose of Clause 13.4, the parties agree that the value of such financial collateral so appropriated shall be (i) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (ii) in the case of any other asset, such amount as the Receiver or Collateral Agent determines as the market value in a commercially reasonable manner (including by way of an independent valuation).

#### **13.5 Redemption of prior mortgages**

At any time after the Debenture Security has become enforceable, the Collateral Agent may:

- (a) redeem any prior Security against any Security Asset; and/or
- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Collateral Agent on demand and the Chargors must pay to the Collateral Agent, immediately on demand, the costs and expenses incurred by the Collateral Agent in connection with any such redemption and/or transfer, including the payment of principal or interest.

#### **13.6 Privileges**

Each Receiver and the Collateral Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

#### **13.7 No liability**

- (a) Neither the Collateral Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its fraud, gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of Clause 13.7(a), neither the Collateral Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **13.8 Protection of third parties**

No person (including a purchaser) dealing with the Collateral Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Collateral Agent or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Secured Debt Document; or
- (d) how any money paid to the Collateral Agent or to the Receiver is to be applied.

## **14. RECEIVER**

### **14.1 Removal and replacement**

The Collateral Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### **14.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

### **14.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Collateral Agent (or, failing such agreement, to be fixed by the Collateral Agent).

### **14.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Collateral Agent in relation to the Secured Obligations shall be capable of being applied by the Collateral Agent in discharge of the Secured Obligations.

#### **14.5 Agent of Chargors**

Any Receiver shall be the agent of the Chargors in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. Neither the Collateral Agent nor any Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any act or omission of such Receiver or for any other reason in connection therewith.

#### **14.6 Collateral Agent**

- (a) To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may, after this Debenture Security becomes enforceable, be exercised by the Collateral Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.
- (b) The Collateral Agent shall not be responsible for the perfection of security constituted by this Deed and shall not be liable for any failure to perfect such security.

### **15. POWERS OF RECEIVER**

#### **15.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred on the Collateral Agent by Clause 13.3 (*Powers of Collateral Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986;
- (d) all powers which are conferred by any other law conferring power on receivers; and
- (e) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargors) which the Receiver believes to be incidental or conducive to:
  - (i) any of the functions, powers, authorities or discretions conferred on or vested in them;
  - (ii) the exercise of any or all of his rights under this Deed; or
  - (iii) the collection or getting in of the Security Assets.

#### **15.2 Additional powers**



In addition to the powers referred to in Clause 15.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
  - (i) fixtures may be severed and sold separately from the real property containing them, without the consent of any Chargor;
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
  - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which any Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (g) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Chargor or relating to any of the Security Assets.

- (j) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Collateral Agent shall direct);
- (k) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (l) to form one or more subsidiaries of any Chargor and to transfer to any such subsidiary all or any part of the Security Assets; and
- (m) to:
  - (i) give valid receipts for all monies and to do all such other acts and things as may seem to him to be incidental or conducive to any other power vested in him or necessary for the preservation, improvement or realisation of any Security Asset;
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets;
  - (iii) use the name of any Chargor for any of the above purposes; and
  - (iv) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 15.2 or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets,

in each case in any manner the Receiver may think fit.

### **15.3 Section 109 Law of Property Act 1925**

- (a) Section 109(1) of the Act shall not apply to this Deed.
- (b) Sections 109(6) and (8) of the Act shall not apply to a Receiver appointed under this Deed.

## **16. APPLICATION OF PROCEEDS**

### **16.1 Application**

All monies received by the Collateral Agent or any Receiver after the Debenture Security has become enforceable shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with the terms of the Credit Agreement.

### **16.2 Contingencies**

If the Debenture Security is enforced at a time when no amounts are due under the Secured Debt Documents (but at a time when amounts may become so due), the Collateral Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Collateral Agent may determine).

### **16.3 Appropriation and suspense account**

- (a) Subject to Clause 16.1 (*Application*), the Collateral Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Collateral Agent under or in connection with this Deed may at the discretion of the Collateral Agent be credited to a separate suspense account for so long as the Collateral Agent determines without the Collateral Agent having any obligation to apply such monies or any part of it in or towards the discharge of any of the Secured Obligations, save where the monies received, recovered or realised by the Collateral Agent are sufficient to discharge the whole of the Secured Obligations in which case such monies shall be applied in discharge of the Secured Obligations.

### **16.4 Insurance proceeds**

If a Declared Default has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Security Assets shall be paid to the Collateral Agent (or, if not paid by the insurers directly to the Collateral Agent, shall be held on trust for the Collateral Agent) and shall, at the option of the Collateral Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Chargor) or (except in the case of leasehold premises) in reduction of the Secured Obligations.

### **17. SET-OFF**

The Collateral Agent and each other Secured Party may set off any matured obligation due from any Chargor under the Secured Debt Documents (to the extent beneficially owned by the Collateral Agent or that Secured Party) against any matured obligation owed by the Collateral Agent or that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Collateral Agent or that Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### **18. DELEGATION**

Each of the Collateral Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Collateral Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

### **19. POWER OF ATTORNEY**

Each Chargor, by way of security, irrevocably and unconditionally and severally appoints the Collateral Agent, each Receiver and any Delegate:

- (a) to be its attorney and in its name, on its behalf and as its act and deed to take any action and to execute and deliver any document or instrument which such Chargor is obliged to take, execute or deliver under this Deed or any perfection obligation; and
- (b) at all times, to be its attorney and in its name, on its behalf and as its act and deed to take any action and to execute and deliver any document or instrument required for enabling the Collateral Agent and any Receiver and any Delegate to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of any Collateral Agent).

Each Chargor ratifies and confirms and undertakes to ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under this Clause.

## **20. CURRENCY CONVERSION**

All monies received or held by the Collateral Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Collateral Agent or the Receiver considers necessary to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the exchange rate in effect on such date, as determined by the Collateral Agent in a manner permitted by the terms of the Secured Debt Documents. Each Chargor shall indemnify the Collateral Agent against all costs, charges and expenses reasonably and properly incurred in relation to such conversion. Neither the Collateral Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion. The Collateral Agent shall, upon reasonable request by a Chargor, provide an explanation of any calculation, determination or adjustment made by it under this Clause 20.

## **21. CONTINUING SECURITY**

### **21.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **21.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Collateral Agent and/or any other Secured Parties may at any time hold for any Secured Obligation.

### **21.3 Right to enforce**

This Deed may be enforced against each or any Chargor without the Collateral Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

### **21.4 Waiver of defences**

- (a) The liability of each Chargor under this Deed will not be discharged, diminished or in any way adversely affected by any of the following (whether or not known to any Chargor, any Secured Party or any other person and whether or not agreed to by, or notified to, any Chargor):
- (i) any time, waiver, or consent granted to, or composition with, any Chargor or any other person;
  - (ii) any amendment to, or replacement of, any Secured Debt Document (however fundamental and whether or not it increases the liability of any member of the Group) or any other agreement or security;
  - (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take-up or enforce any rights or remedies against, or security over the assets of, any member of the Group or any other person or any failure to observe or perform any formal requirement in respect of any security or other instruments or failure to realise the full value of any security;
  - (iv) any actual or purported obligation of any person under any Secured Debt Document or other agreement (or any security for that obligation) being or becoming void, invalid, illegal or unenforceable for any reason;
  - (v) any incapacity or lack of power, authority or legal personality of, or change in the constitution of, or any amalgamation or reconstruction of, any member of the Group or other person or any failure by any actual or proposed member of the Group to be or become bound by the terms of any Secured Debt Document;
  - (vi) any member of the Group or other person being or becoming insolvent or subject to any insolvency proceedings or procedure;
  - (vii) the release of any other member of the Group or other person under the terms of any composition or arrangement with any creditor of such member of the Group or other person; or
  - (viii) any other act, omission, circumstance, matter or thing which, but for this Clause, would operate to release, reduce, prejudice or otherwise exonerate the relevant Chargor from any of its obligations under this Deed.
- (b) No Secured Party shall be concerned to see or investigate the powers or authorities of any member of the Group or their respective officers or agents, and monies obtained Secured Obligations incurred in purported exercise of such powers or authorities or by any person purporting to be a member of the Group shall be deemed to form a part of the Secured Obligations, and "Secured Obligations" shall be construed accordingly.

## **22. CHANGES TO THE PARTIES**

### **22.1 Chargors**

No Chargor may assign any of its rights or obligations under this Deed.

### **22.2 Collateral Agent**

Subject to the terms of the Secured Debt Documents, the Collateral Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Collateral Agent provisions in accordance with the Secured Debt Documents. Each Chargor shall, promptly upon being requested to do so by the Collateral Agent, enter into such documents as may be necessary to effect such assignment or transfer.

### **22.3 Accession Deed**

- (a) Each Chargor consents to other members of the Group becoming Chargors in accordance with the terms of the Secured Debt Documents.
- (b) Each of the other parties to this Deed appoints the Collateral Agent as its agent to sign on its behalf any Accession Deed in order that each such Accession Deed may be supplemental to this Deed and be binding on and enure to the benefit of all the Secured Parties.

## **23. MISCELLANEOUS**

### **23.1 Ruling off**

- (a) If the Collateral Agent or any other Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than any Permitted Encumbrances) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Secured Debt Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Collateral Agent or such other Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **23.2 Tacking**

- (a) Each Secured Party shall perform its obligations under the Secured Debt Documents (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **23.3 Protective clause**

Each Chargor is deemed to be a principal debtor in relation to this Deed. The obligations of each Chargor under, and the security intended to be created by, this Deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Debenture Security or any surety liability of a Chargor (whether or not known to it or to any Secured Party).

### **23.4 Exclusion of liability**

None of the Collateral Agent, the other Secured Parties, any Receiver and Delegate or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies;
- (d) for the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargors); or
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of fraud, wilful misconduct or gross negligence.

### **23.5 Indemnity out of the Security Assets**

The Collateral Agent, the other Secured Parties, any Receiver and Delegate and their respective officers and employees shall 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 Section 9.03 (*Expenses; Limitation of Liability; Indemnity Etc.*) of the Credit Agreement.

## **24. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **25. REMEDIES AND WAIVERS**

No failure to exercise, nor any delay in exercising, on the part of the Collateral Agent (or any other Secured Party), any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## **26. AMENDMENTS**

Any provision of this Deed may be amended only if the Collateral Agent and the Chargors (or the borrowers on their behalf) so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Collateral Agent so agrees in writing. A waiver given or consent

granted by the Collateral Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **27. COUNTERPARTS**

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.

## **28. NOTICES**

- (a) All communications and notices hereunder to any Chargor shall be given to it as provided in Section 11.01 (*Notices*) of the Credit Agreement.
- (b) The notice details for the Collateral Agent for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name in its signature page below.

## **29. RELEASE**

### **29.1 Release**

- (a) Upon the expiry of the Security Period or where otherwise contemplated by the Secured Debt Documents, the Collateral Agent shall, at the request and cost of the Chargors, take whatever action, including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or requested by the Chargors, to release or re-assign (without recourse or warranty) the Security Assets (or part thereof) from the Security constituted by this Deed.
- (b) The Security created pursuant to this Deed may be released upon the request of the Chargor where required in accordance with Section 9.02(d)(1) of the Credit Agreement as confirmed in writing to the Collateral Agent by that Chargor. The Collateral Agent shall, at the request and cost of the Chargors, take whatever action, including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or requested by the Chargors, to release or re-assign (without recourse or warranty) the Security Assets (or part thereof) from the Security constituted by this Deed.

### **29.2 Reinstatement**

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Collateral Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.



**30. PERPETUITY PERIOD**

The perpetuity period under the rule against perpetuities, if applicable to any trust created by this Deed, shall be the period of one hundred and twenty five years (as specified in section 5(1) of the Perpetuities and Accumulations Act 2009).

**31. GOVERNING LAW**

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

**32. JURISDICTION**

**32.1 English Courts**

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 or any non-contractual obligations arising out of or in connection with this Deed) (a “Dispute”).

**32.2 Convenient Forum**

The parties to this Deed agree that the courts of England are the most appropriate and convenient forum to settle Disputes between them and, accordingly, that they will not argue to the contrary.

**32.3 Non-exclusive Jurisdiction**

This Clause 32 (*Jurisdiction*) is for the benefit of the Collateral Agent only. As a result and notwithstanding Clause 32.1 (*English Courts*), it does not prevent the Collateral Agent from taking proceedings relating to a Dispute in any other court of competent jurisdiction. To the extent allowed by law the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

**IN WITNESS** of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Deed by each Chargor.

## SCHEDULE 1

### ORIGINAL CHARGORS

| Company name                             | Company Number | Registered Office  |
|--|----------------|--|
| Addison Motors Limited                   | 00714804       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| S.Jennings Limited                       | 00120996       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Addison TPS Limited                      | 06261220       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Colebrook & Burgess Limited              | 03410784       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Drayton Group Limited                    | 04136968       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| The Dutton-Forshaw Motor Company Limited | 00680734       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Get Motoring UK Limited                  | 05412648       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Lookers Colborne Limited                 | 04172337       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Lookers Leasing Limited                  | 05654532       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Lookers Motor Group Limited              | 00143470       | Lookers House, 3 Etchells Road, West Timperley, Altrincham, United Kingdom, WA14 5XS |
| Lookers Limited                          | 00111876       | Lookers House, 3 Etchells Road, West Timperley,                                      |

|                  |          |   |
|------------------|----------|---|
|                  |          | Altrincham, United Kingdom,<br>WA14 5XS   |
| MB South Limited | 01097144 | Lookers House, 3 Etchells<br>Road, West Timperley,<br>Altrincham, United Kingdom,<br>WA14 5XS |

## SCHEDULE 2

### FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: [insert name and address of Account Bank] (the “Account Bank”)

Dated: [●]

Dear Sirs

Re: [Chargor] - Security over Bank Accounts

We notify you that each of [insert names of Chargors] (the “Chargors”) has charged to [the Collateral Agent] (the “Collateral Agent”) for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the “Charged Accounts”) and to all interest (if any) accruing on the Charged Accounts by way of a debenture dated [●] (the “Debenture”).

- 1 Prior to the receipt by you of a notice from the Collateral Agent specifying that a Declared Default or a crystallisation of a floating charge into a fixed charge has occurred, the Chargors will have the sole right: (i) to operate and transact business in relation to the Charged Accounts (including making withdrawals from and effecting closures of the Charged Accounts), and (ii) to deal with you in relation to the Charged Accounts.
- 2 Following receipt by you of a written notice from the Collateral Agent specifying that a Declared Default has occurred or a crystallisation of a floating charge into a fixed charge has occurred, the Chargors irrevocably authorise you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Collateral Agent and to pay all or any part of those monies to the Collateral Agent (or as it may direct) promptly following receipt of written instructions from the Collateral Agent to that effect; and
  - (b) subject to the requirements of applicable law, to disclose to the Collateral Agent any information relating to the Chargors and the Charged Accounts which the Collateral Agent may from time to time request you to provide.
- 3 This notice may only be revoked or varied with the prior written consent of the Collateral Agent and the Chargors.
- 4 Please sign and return the enclosed copy of this notice to the Collateral Agent (with a copy to the Chargors) by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not previously received notice (other than notices which were subsequently irrevocably and unconditionally withdrawn) that any Chargor has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against any Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts, except prior security interests in favour of you created or arising by operation of law or in your standard terms and conditions (including, as applicable, for the netting of credit and debit balances pursuant to current account netting arrangements).
- 5 This notice, and any acknowledgements in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

#### SCHEDULE

|          |                |           |             |
|----------|----------------|-----------|-------------|
| Customer | Account Number | Sort Code | Status      |
| [●]      | [●]            | [●]       | Not blocked |

Yours faithfully

.....  
for and on behalf of  
[Name of Chargor]

[On acknowledgement copy]

To: [●]  
as Collateral Agent  
[ADDRESS]

Copy to: [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree to the matters referred to in it.

---

for and on behalf of  
[Name of Account Bank]

Dated: [●]

### SCHEDULE 3

#### FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To: [Insert name and address of insurer]

Dated: [●]

Dear Sirs

**DEBENTURE DATED [●] BETWEEN (1) [COLLATERAL AGENT] AND (2) [●] (THE “CHARGOR”)**

1. We give notice that, by a debenture dated [●] (the “**Debenture**”), we have assigned to [*the Collateral Agent*] (the “**Collateral Agent**”) as Collateral Agent for certain banks, financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to the policies [*DESCRIBE INSURANCE POLICIES*] (together with any other agreement supplementing or amending the same, the “**Policies**”) including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies.
2. You may continue to deal with the Chargor in relation to the Policies, the Chargor will remain entitled to exercise all of its rights, powers, remedies and discretions under the Policies, and you should continue to give notices and make payments under the Policies to the Chargor, until you receive written notice to the contrary from the Collateral Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should deal only with the Collateral Agent.
3. We irrevocably authorise and instruct you following receipt by you of a notice from the Collateral Agent stating that a “Declared Default” has occurred under the Debenture to:
  - (a) disclose to the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Collateral Agent may from time to time request;
  - (b) comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction);
  - (c) make all payments under or arising from the Policies to, or as directed by, the Collateral Agent; and
  - (d) send copies of all notices and other information given or received under the Policies to the Collateral Agent.
4. We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Collateral Agent’s interest as loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above.

5. This notice may only be revoked or amended with the prior written consent of the Collateral Agent and the Chargors.
6. Please confirm by completing and signing the enclosed copy of this notice and returning it to the Collateral Agent (with a copy to us) that you agree to the above and that:
  - (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice;
  - (b) you have not, at the date this notice is returned to the Collateral Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Collateral Agent promptly if you should do so in future; and
  - (c) you will note / have noted the Collateral Agent's interest as a loss payee and as a first priority assignee of the Policies.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[Name of Chargor]



*[On acknowledgment copy]*

To:           [●]  
              as Collateral Agent  
              [ADDRESS]

Copy to:     [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters referred to in it.

---

for and on behalf of  
[●]

Dated: [●]

## SCHEDULE 4

### FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

To: [Insert name and address of counterparty]

Dated: [●]

Dear Sirs

#### DEBENTURE DATED [●] BETWEEN (1) [COLLATERAL AGENT] AND (2) [●] (THE “CHARGOR”)

1. We give notice that, by a debenture dated [●] (the “**Debenture**”), we have assigned to [*the Collateral Agent*] (the “**Collateral Agent**”) as Collateral Agent for certain banks, financial institutions and others (as referred to in the Debenture) all our present and future right, title and interest in and to [identify relevant contract, receivables or other Assigned Asset] (together with any other agreement supplementing or amending the same, the “**Agreement**”) including all rights and remedies in connection with the Agreement and all proceeds and claims arising from the Agreement.
2. You may continue to deal with the Chargor in relation to the Agreement, the Chargor will remain entitled to exercise all of its rights, powers, remedies and discretions under the Agreement, and you should continue to give notices and make payments under the Agreement to the Chargor, until you receive written notice to the contrary from the Collateral Agent. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Collateral Agent.
3. We irrevocably authorise and instruct you following receipt by you of a notice from the Collateral Agent stating that a “Declared Default” has occurred under the Debenture, to:
  - (a) disclose to the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Agreement as the Collateral Agent may from time to time request;
  - (b) comply with any written notice or instructions in any way relating to (or purporting to relate to) the Debenture, the sums payable to us from time to time under the Agreement or the debts represented by them which you may receive from the Collateral Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction);
  - (c) make all payments under or arising from the Agreement to, or as directed by, the Collateral Agent; and
  - (d) send copies of all notices and other information given or received under the Agreement to the Collateral Agent.
4. This notice may only be revoked or amended with the prior written consent of the Collateral Agent and the Chargors.

5. Please confirm by completing and signing the enclosed copy of this notice and returning it to the Collateral Agent (with a copy to us) that you agree to the above and that:
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice; and
  - (b) you have not, at the date this notice is returned to the Collateral Agent, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Agreement or any proceeds of them and you will notify the Collateral Agent promptly if you should do so in future.
6. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law.

Yours faithfully

---

for and on behalf of  
[*Name of Chargor*]

*[On acknowledgment copy]*

To:           [●]  
              as Collateral Agent  
              [ADDRESS]

Copy to:     [NAME OF CHARGOR]

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms. We confirm and agree to the matters referred to in it.

---

for and on behalf of  
[●]

Dated: [●]

## SCHEDULE 5

### FORM OF ACCESSION DEED

**THIS ACCESSION DEED** is made on 20[●]

#### **BETWEEN**

- (1) **EACH COMPANY LISTED IN SCHEDULE 1** (each an “**Acceding Company**”); and
- (2) [●] (as Collateral Agent for the Secured Parties (as defined below)) (the “**Collateral Agent**”).

#### **BACKGROUND**

This Accession Deed is supplemental to a debenture dated [●] and made between (1) the Chargors named in it and (2) the Collateral Agent (the “**Debenture**”).

#### **IT IS AGREED:**

##### **1. DEFINITIONS AND INTERPRETATION**

###### **(a) Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

###### **(b) Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

##### **2. ACCESSION OF THE ACCEDING COMPANY**

###### **(a) Accession**

[The/Each] Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Collateral Agent to observe and be bound by the Debenture; and
- (ii) creates and grants [at the date of this Deed] the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

###### **(b) Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company (jointly and severally with the other Chargors [and each other Acceding

Company]], covenants in the terms set out in clause 2 (*Covenant to Pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), [the/each] Acceding Company, subject to Clause 3 (*Excluded Assets*) of the Debenture, with full title guarantee, charges and assigns (and agrees to charge and assign) to the Collateral Agent for the payment and discharge of the Secured Obligations on their due date, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 1.8 (*Obligations secured by this Deed*), 3 (*Excluded Assets*), 4 (*Grant of Security*), 5 (*Fixed Security*) and 6 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first fixed charge:
  - (A) all plant and machinery, computers, office equipment and other chattels the benefit of all contracts, licences and warranties relating to the same;
  - (B) all Charged Accounts and all monies at any time standing to the credit of such Charged Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
  - (C) all Intellectual Property;
  - (D) to the extent that any Assigned Asset is not effectively assigned under Clause 5.2 (*Security assignments*) of the Debenture, all its right, title and interest in, proceeds of (and claims under) each Assigned Asset;
  - (E) all of the goodwill and uncalled capital of such Chargor;
- (ii) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
  - (A) the benefit of all licences, consents, agreements and authorisations held or used by such Chargor in connection with the use of any of its assets; and
  - (B) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (iii) by way of assignment, all of its present and future right, title and interest in and to:
  - (A) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
  - (B) all Insurances and all claims under the Insurances and all proceeds of the Insurances; and

(C) all Receivables,

provided that, to the extent that any Assigned Asset is not assignable, the assignment which that clause purports to effect shall operate instead as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Relevant Contracts, Insurances and Receivables; and

(iv) by way of first floating charge, all of its present and future assets and undertaking.

(d) **Consent**

Pursuant to clause 22.3 (*Accession Deed*) of the Debenture, each of the existing Chargors:

- (i) consents to the accession of [the/each] Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if [the/each] Acceding Company had been named in the Debenture as a Chargor.

3. **REPRESENTATIONS**

[The / Each] Acceding Company makes the representations and warranties set out in Clause [8] of the Debenture as at the date of this Deed.

4. **CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to “*this Deed*” and similar expressions shall include references to this Accession Deed.

5. **THIRD PARTY RIGHTS**

A person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

6. **NOTICE DETAILS**

Notice details for [the/each] Acceding Company are those identified with its name below.

7. **COUNTERPARTS**

This Accession 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 Accession Deed.

8. **GOVERNING LAW**

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

**IN WITNESS** of which this Accession Deed has been duly executed by [the/each] Acceding Company as a deed and duly executed by the Collateral Agent and has been delivered on the first date specified on page 1 of this Accession Deed by [the/each] Acceding Company.



## SCHEDULE 1 TO THE ACCESSION DEED

### The Acceding Companies

| Acceding Company | Jurisdiction of incorporation | Registration number | Registered office |
|------------------|-------------------------------|---------------------|-------------------|
| [●]              | [●]                           | [●]                 | [●]               |
| [●]              | [●]                           | [●]                 | [●]               |

**EXECUTION PAGES OF THE ACCESSION DEED**

**THE ACCEDING COMPAN[Y][IES]**

***EITHER one director in the presence of a witness***

EXECUTED AS A DEED )  
By: [●] )  
as Acceding Company ) Signature \_\_\_\_\_

Director name: \_\_\_\_\_

Witness signature : \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_  
\_\_\_\_\_

**Notice details:**

Address: [ ● ]

Telephone No: [ ● ]

Email: [ ● ]

Attention: [ ● ]

***OR where executing by an individual attorney in the presence of a witness***

EXECUTED AS A DEED )  
By: [●] )  
as Acceding Company by its attorney )  
\_\_\_\_\_ [acting pursuant to a )  
power of attorney dated [●]] in )  
the presence of ) Signature \_\_\_\_\_  
as attorney for [●]

Witness signature \_\_\_\_\_

Witness name: \_\_\_\_\_

Witness address: \_\_\_\_\_

---

Notice details:

Address: [ • ]

Telephone No: [ • ]

Email: [ • ]

Attention: [ • ]

**THE COLLATERAL AGENT**

By: [ • ] )  
as Collateral Agent )  
Signature \_\_\_\_\_ )

Name:

Notice details:

Address: [ • ]

Telephone No: [ • ]

Email: [ • ]

Attention: [ • ]

## EXECUTION PAGES

## THE ORIGINAL CHARGORS

**EXECUTED** as a **DEED** by )  
**ADDISON MOTORS LIMITED** )  
 acting by )

110

Name: Martin Reay

Title: Director

Notice details:

Address:

Email:

Attention:

\_\_\_\_\_

Name: Chris Whitaker

Title: Director

PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

kbillan@alpha-autogroup.com

Kuldeep Billan

**EXECUTED** as a **DEED** by )  
**S. JENNINGS LIMITED** )  
acting by )



Name: Martin Reay

Title: Director



Name: Chris Whitaker

Title: Director

Notice details:

|            |  |
|------------|--|
| Address:   | PO Box 17026 Yonge King, Toronto, Ontario, Canada<br>M5E 1Y2 |
| Email:     | kbillan@alpha-autogroup.com                                  |
| Attention: | Kuldeep Billan   |

**EXECUTED** as a **DEED** by )  
**ADDISON TPS LIMITED** )  
acting by )



Name: Martin Reay  
Title: Director



Name: Chris Whitaker  
Title: Director

Notice details:

|            |  |
|------------|--|
| Address:   | PO Box 17026 Yonge King, Toronto, Ontario, Canada<br>M5E 1Y2 |
| Email:     | kbillan@alpha-autogroup.com                                  |
| Attention: | Kuldeep Billan   |

Title: Director

Kuldeep Billan

**EXECUTED** as a **DEED** by )  
**DRAYTON GROUP LIMITED** )  
acting by )



Name: Martin Reay

Title: Director



Name: Chris Whitaker

Title: Director

Notice details:

Address: PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

Email: kbillan@alpha-autogroup.com

Attention: Kuldeep Billan



**EXECUTED** as a **DEED** by )  
**THE DUTTON-FORSHAW MOTOR** )  
**COMPANY LIMITED** )  
acting by )



Name: Martin Reay

Title: Director

Notice details:

Address:

Email:

Attention:



Name: Chris Whitaker

Title: Director

PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

kbillan@alpha-autogroup.com

Kuldeep Billan

**EXECUTED** as a **DEED** by )  
**GET MOTORING UK LIMITED** )  
acting by )



Name: Martin Reay

Title: Director



Name: Chris Whitaker

Title: Director

Notice details:

|            |  |
|------------|--|
| Address:   | PO Box 17026 Yonge King, Toronto, Ontario, Canada<br>M5E 1Y2 |
| Email:     | kbillan@alpha-autogroup.com                                  |
| Attention: | Kuldeep Billan   |

**EXECUTED** as a **DEED** by )  
**LOOKERS COLBORNE LIMITED** )  
 acting by )

\_\_\_\_\_

Name: Martin Reay

Title: Director

Notice details:

Address:

Email:

Attention:



Name: Chris Whitaker

Title: Director

PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

kbillan@alpha-autogroup.com

Kuldeep Billan

**EXECUTED** as a **DEED** by )  
**LOOKERS LEASING LIMITED** )  
acting by )

  
\_\_\_\_\_

Name: Martin Reay

Title: Director

Notice details:

Address:

Email:

Attention:

  
\_\_\_\_\_

Name: Chris Whitaker

Title: Director

PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

kbillan@alpha-autogroup.com

Kuldeep Billan

**EXECUTED** as a **DEED** by )  
**LOOKERS MOTOR GROUP LIMITED** )  
acting by )



Name: Martin Reay

Title: Director

Notice details:

Address:

Email:

Attention:



Name: Chris Whitaker

Title: Director

PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

kbillan@alpha-autogroup.com

Kuldeep Billan

**EXECUTED** as a **DEED** by )  
**MB SOUTH LIMITED** )  
acting by )

\_\_\_\_\_  \_\_\_\_\_

Name: Martin Reay

Title: Director

\_\_\_\_\_  \_\_\_\_\_

Name: Chris Whitaker

Title: Director

Notice details:

|            |  |
|------------|--|
| Address:   | PO Box 17026 Yonge King, Toronto, Ontario, Canada<br>M5E 1Y2 |
| Email:     | kbillan@alpha-autogroup.com                                  |
| Attention: | Kuldeep Billan   |

**EXECUTED** as a **DEED** by )  
**LOOKERS LIMITED** )  
 acting by )

\_\_\_\_\_

Name: Kuldeep Billan

Title: Director

[REDACTED]

Name: Roy Cui

Title: Director

Notice details:

Address:

PO Box 17026 Yonge King, Toronto, Ontario, Canada  
M5E 1Y2

Email:

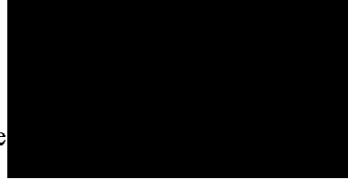
kbillan@alpha-autogroup.com

Attention:

Kuldeep Billan

**THE COLLATERAL AGENT**

By: JPMORGAN CHASE BANK, N.A. )  
as Collateral Agent )  
)  
) Signature



Address: 131 S Dearborn St, Floor 04  
Chicago, IL, 60603-5506

Email: [jpm.agency.cri@jpmorgan.com](mailto:jpm.agency.cri@jpmorgan.com)  
[agency.tax.reporting@jpmorgan.com](mailto:agency.tax.reporting@jpmorgan.com)  
[covenant.compliance@jpmchase.com](mailto:covenant.compliance@jpmchase.com)

Attention: Loan and Agency Servicing  
Agency Withholding Tax Inquiries  
Agency Compliance/Financials/Virtual Data rooms