

DATED

20 JUNE 2023

GLOBAL AUTO HOLDINGS LIMITED

AS ORIGINAL CHARGOR

AND

BMO CAPITAL MARKETS
AS THE INTERIM SECURITY AGENT

INTERIM SECURITY AGREEMENT

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THIS SECURITY AGREEMENT is made on 20 June 2023

BY

- (1) **GLOBAL AUTO HOLDINGS LIMITED**, a company incorporated under the laws of England and Wales with registered number 14556684 ("**Bidco**" or the "**Original Chargor**"); and
- (2) **BMO CAPITAL MARKETS** as interim security agent for and on behalf of the Interim Finance Parties on the terms and conditions set out in the Interim Facility Agreement (the "**Interim Security Agent**" which expression shall include any person for the time being appointed as security agent or as an additional trustee for the purpose of and in accordance with the Interim Facility Agreement).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security Agreement:

"**Account**" means any accounts opened or maintained by Bidco in England and Wales, with the Interim Security Agent, any bank, building society, financial institution or other person (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby, including but not limited to the accounts set out in Schedule 3 (*Bank Accounts*) of this Security Agreement.

"**Account Notice**" means a notice substantially in the form set out in Schedule 2 (*Account Notice*) and or in such other form as may be agreed by the Interim Security Agent and the Parent.

"**Additional Chargor**" means a member of the Group which becomes a Chargor by executing a Deed of Accession.

"**Charged Property**" means all the assets and undertaking of each Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Interim Security Agent by or pursuant to this Security Agreement and any Deed of Accession.

"**Chargor**" means the Original Chargor and any Additional Chargor.

"**Collateral Rights**" means all rights, powers and remedies of the Interim Security Agent provided by or pursuant to this Security Agreement or by law.

"**Deed of Accession**" means a deed of accession in substantially the form set out at Schedule 4 (*Deed of Accession*) or in such other form as may be agreed by the Interim Security Agent and the relevant Chargor.

“Enforcement Event” means, following the occurrence of a Major Default which is continuing, the receipt by Bidco from the Interim Facility Agent (acting on the instructions of the Majority Interim Lenders) of a written demand requiring prepayment in full of the Interim Facility.

“Intercompany Receivables” means any and all present and future intercompany receivables owed to the Parent by any member of the Group.

“Interim Facility Agreement” means the interim facility agreement dated on or about the date of this Security Agreement between, amongst others, the Company as borrower and the financial institutions named therein as original interim lenders.

“Notice of Assignment” means a notice of assignment in substantially the form set out in Schedule 1 (*Forms of Notice of Assignment*) or in such other form as may be agreed by the Interim Security Agent and the relevant Chargor.

“Parent” means Impero Jersey Corp Ltd (a company incorporated under the laws of Jersey with registered number 146882).

“PSC Notice” means a “restrictions notice” as defined in paragraph 1 of Schedule 1B of the Companies Act 2006.

“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 Financial Indebtedness or of financing the acquisition of an asset.

“Receiver” means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

“Related Rights” means, in relation to any asset:

- (e) the proceeds of sale or rental of any part of that asset;
- (f) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;
- (g) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and
- (h) any monies and proceeds paid or payable in respect of that asset.

“**Secured Obligations**” means, in relation to a Chargor, all money, obligations or liabilities due, owing or incurred (whether present and future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by that Chargor or some other person) of that Chargor to any of the Interim Finance Parties under or in connection with each and any of the Interim Documents (including all interest accruing thereon) as well as any obligations arising out of, under or in connection with any guarantee given by that Chargor under any of the Interim Documents as amended, increased, varied, novated or changed in any other way in accordance with the Interim Documents **provided that** the Security constituted by this Security Agreement shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law.

“**Secured Parties**” means the Interim Finance Parties (as defined in the Interim Facility Agreement) and any Receiver.

“**Security**” means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security.

“**Shares**” means, following the accession of the Parent to this Security Agreement, all of the Parent’s present and future shares in the capital of Bidco from time to time, including but not limited to the shares in the capital of Bidco, if any, specified in any relevant Deed of Accession.

1.2 **Construction**

In this Security Agreement:

- 1.2.1 terms defined in or whose interpretation or construction is provided for in the Interim Facility Agreement shall have the same meaning when used in this Security Agreement unless separately defined or interpreted in this Security Agreement;
- 1.2.2 any reference to the “**Interim Security Agent**”, the “**Chargors**”, or the “**Interim Finance Parties**” shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests;
- 1.2.3 references in this Security Agreement to any Clause or Schedule shall be to a clause or schedule contained in this Security Agreement; and
- 1.2.4 a reference to this Security Agreement, the Interim Facility Agreement, an Interim Document or any other agreement is a reference to that document or agreement as amended or novated (however fundamentally) and includes any increase in, extension or substitution of or change to any facility or, as applicable, any financing or any other financial accommodation made available under any such document or agreement.

1.3 **Third Party Rights**

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

1.4 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 Interim Facility Agreement (provided that in no circumstances will a Chargor be entitled to pledge shares over the Target or any member of the Target Group other than pursuant to the Security created under this Security Agreement) and the Interim Security Agent shall promptly enter into such documentation and/or take such other action as is required by a 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 Interim Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this Clause 1.4 shall be for the account of such Chargor, subject to clause 14 (*Costs, Expenses and Fees*) of the Interim Facility Agreement.

2. COVENANT TO PAY

Each Chargor as primary obligor covenants with the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) that it shall on demand of the Interim Security Agent discharge each of the Secured Obligations on their due date in accordance with their respective terms (or, if they do not specify a time for payment, immediately on demand by the Interim Security Agent).

3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

3.1 Fixed Charges

3.1.1 Fixed Charge over Shares and Intercompany Receivables

Subject to Clause 3.4 (*Excluded Assets*), each Chargor charges with full title guarantee in favour of the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to:

- (a) in respect of the Parent only, the Shares and all Related Rights; and
- (b) to the extent not effectively assigned pursuant to Clause 3.2 (*Assignments*), the Intercompany Receivables.

3.1.2 Fixed Charge over Accounts

Subject to Clause 3.4 (*Excluded Assets*), Bidco charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Accounts and all Related Rights.

3.2 Assignments

Subject to Clause 3.4 (*Excluded Assets*), each Chargor assigns and agrees to assign absolutely with full title guarantee to the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interests from time to time in and to the Intercompany Receivables owing to it subject in each case to reassignment by the Interim Security Agent to the Parent of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

3.3 **Floating Charge**

3.3.1 Subject to Clause 3.4 (*Excluded Assets*), each Chargor with full title guarantee charges in favour of the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertakings.

3.3.2 The floating charge created by sub-clause 3.3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by each Chargor under the Interim Documents in favour of the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as security for the Secured Obligations.

3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3.

3.4 **Excluded Assets**

Unless otherwise expressly agreed in writing between the relevant Chargor and the Interim Security Agent after the date on which it becomes a party to this Security Agreement, there shall be excluded from the Security created by this Clause 3, from the other provisions of this Security Agreement and from the operation of any further assurance provisions contained in the Interim Documents:

3.4.1 any asset or undertaking which a Chargor is at any time prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party);

3.4.2 any asset or undertaking which, if subject to any such Security or the provisions of this Security Agreement, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require any member of the Group to take any action materially adverse to the interests of the Group or any member thereof;

3.4.3 any hedging agreement;

3.4.4 any asset or undertaking situated outside England to the extent that such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for

any director or officer of any Chargor or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer);

3.4.5 any investment in:

- (a) a joint venture (or other minority interest investment); or
- (b) any Subsidiary of the Target;

3.4.6 any asset or undertaking subject to security in favour of a third party or any cash constituting regulatory capital or customer cash;

If at any time a Chargor notifies the Interim Security Agent that an asset being subject to the Security created by this Clause 3 or any other provision of this Security Agreement has a material adverse effect on the ability of the relevant member of the Group to conduct its operations and business as otherwise permitted by the Interim Facility Agreement, the Interim Security Agent shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 3 and the other provisions of this Security Agreement, provided that any costs and expenses incurred by the Interim Security Agent entering into such documentation at the request of such Chargor pursuant to this Clause 3.4 shall be for the account of such Chargor (subject to clause 14 (*Costs, Expenses and Fees*) of the Interim Facility Agreement). The Interim Security Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor.

3.5 **Negative Pledge**

No Chargor shall:

- 3.5.1 create or permit to subsist any Security or Quasi-Security over any Charged Property (including, for the avoidance of doubt, any share capital of any member of the Group charged pursuant to Clause 3.3), other than any Security which is not expressly prohibited by the Interim Facility Agreement, provided that in no circumstances will a Chargor be entitled to create or permit to subsist any Security or Quasi-Security over the shares of the Target or any member of the Target Group other than pursuant to the Security created under this Security Agreement; or
- 3.5.2 sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3.3 (*Floating Charge*) in the ordinary course of business) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- 3.5.3 dispose of the equity of redemption in respect of all or any part of the Charged Property.

4. FURTHER ASSURANCE

- 4.1.1 The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 4.1.1 and 4.1.2 below.
- 4.1.2 Each Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute or re-execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Interim Security Agent may reasonably specify (and in such form as the Interim Security Agent may reasonably require):
- (a) to perfect the Security created or intended to be created under or evidenced by this Security Agreement (which may include the execution or re-execution of a charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Security Agreement) or for the exercise of any rights, powers and remedies of the Interim Security Agent, any Receiver or the other Secured Parties provided by or pursuant to this Security Agreement or by law; and/or
 - (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Security Agreement.
- 4.1.3 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Interim Security Agent or the Secured Parties by or pursuant to this Security Agreement.

5. CRYSTALLISATION OF FLOATING CHARGE

5.1 Crystallisation: By Notice

The Interim Security Agent may at any time by notice in writing to a Chargor convert the floating charge created by Clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets of that Chargor specified in the notice if:

- 5.1.1 an Enforcement Event has occurred and is continuing; or
- 5.1.2 those assets are in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- 5.1.3 it is necessary to do so in order to protect the priority of the Security over those assets.

5.2 Crystallisation: Automatic

- 5.2.1 Notwithstanding Clause 5.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, the floating charge created by a Chargor will automatically be converted (without notice) with immediate effect

into a fixed charge as regards all the assets of that Chargor subject to the floating charge if:

- (a) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor;
- (b) that Chargor creates or attempts to create any Security (other than any Security permitted under the terms of the Interim Facility Agreement) over any of the Charged Property;
- (c) any person (entitled to do so) gives notice of its intention to appoint an administrator to any Chargor or files such a notice with the court;
- (d) if any other floating charge created by that Chargor crystallises for any reason; or
- (e) any person levies or attempts to levy any distress, execution or other legal process against any of the assets of that Chargor subject to the floating charge (provided that only the assets the subject of such process shall become subject to a fixed charge); or that Chargor is, or is deemed to be or is declared for the purposes of any applicable law 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 Interim Finance Parties) for the rescheduling of any of its Financial Indebtedness.

5.2.2 Upon the conversion of any floating charge pursuant to Clause 5.2.1, each relevant Chargor shall, at its own expense, immediately upon request by the Interim Security Agent execute a fixed charge or legal assignment in such form as the Interim Security Agent may require.

6. PERFECTION OF SECURITY

6.1 Notices of Security

6.1.1 Notice of Assignment: Intercompany Receivables

Subject to clause 6.3 (*Acknowledgement of Assignment*), each Chargor shall, if requested by the Interim Security Agent at any time while an Enforcement Event is continuing:

- (a) promptly deliver to the Interim Security Agent (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, that Chargor in respect of any Intercompany Receivables in which it has an interest which is the subject of an assignment pursuant to Clause 3.1.2 (*Assignments*); and
- (b) use all reasonable endeavours to procure that each such notice executed by it is duly acknowledged by the recipient.

6.1.2 Notice of Charge: Accounts

- (a) Each Chargor shall:
 - (1) with respect to any Accounts existing as at the date of this Security Agreement, within fifteen Business Days of the date of this Security Agreement; and
 - (2) with respect to any Accounts existing after the date of this Security Agreement, as soon as reasonably practicable while an Enforcement Event is continuing;

deliver (or procure the delivery of) an Account Notice duly executed by, or on behalf of, the relevant Chargor in relation to any Account which is the subject of the fixed Security and any floating charge over any Account which is converted into a fixed charge pursuant to Clauses 5.1 (*Crystallisation: by Notice*) and 5.2 (*Crystallisation: Automatic*).

- (b) Each Chargor shall use its reasonable endeavours to procure from each recipient of such Account Notice an acknowledgement in the form set out therein within twenty Business Days of service of such Account Notice. If the relevant Chargor has used its reasonable endeavours (not involving the payment of money or incurrence of any external expenses) but has not been able to obtain acknowledgement or acceptance, its obligation to obtain acknowledgement or acceptance shall cease on the expiry of that twenty Business Day period.

6.2 Deposit of share certificates

Each Chargor (other than Bidco) shall:

- 6.2.1 as soon as reasonably practicable after the date of this Security Agreement or the relevant Deed of Accession (or, subject in each case to any HMRC stamping arrangements, as soon as reasonably practicable after receipt from HMRC), deposit with the Interim Security Agent (or procure the deposit of) all certificates or other documents of title to the Shares and stock transfer forms (executed in blank by it or on its behalf in respect of the Shares); and
- 6.2.2 promptly upon or as soon as reasonably practicable after the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Shares (or upon acquiring any interest therein), notify the Interim Security Agent of that occurrence and deposit with the Interim Security Agent (or procure the deposit of) (i) all certificates and other documents of title representing such items and (ii) such stock transfer forms or other instruments of transfer (executed in blank by it or on its behalf) in respect thereof as the Interim Security Agent may reasonably request.

6.3 Acknowledgement of Assignment

By virtue of them being a party of this Security Agreement (whether as the Original Chargor or by way of executing a Deed of Accession), each Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under this Security Agreement (or any Deed of Accession) over any Intercompany Receivables pursuant to which any amounts or other obligations are owed to them by another Chargor.

6.4 **Implied Covenants for Title**

The obligations of each Chargor under this Security Agreement shall be in addition to the covenants for title deemed to be included in this Security Agreement by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

7. **SHARES**

7.1 **Shares: Before an Enforcement Event**

Unless an Enforcement Event is continuing each Chargor shall be permitted to:

- 7.1.1 retain and use all dividends, interest and other monies arising from the Shares;
- 7.1.2 exercise (or refrain from exercising) all voting rights in relation to any Shares provided that no Chargor shall exercise such voting rights in any manner which (other than pursuant to a step or matter which does not otherwise breach the terms of the Interim Facility Agreement) adversely affects the validity or enforceability of the Security created by it under this Security Agreement or causes a Major Default to occur; and
- 7.1.3 deal with, and exercise (or refrain from exercising) any other powers and rights relating to, the Shares in any other manner whatsoever to the extent not prohibited by the Interim Facility Agreement.

7.2 **Shares: After an Enforcement Event**

7.2.1 Subject to clause 7.2.3 below, the Interim Security Agent may, at its discretion, while an Enforcement Event is continuing (in the name of a Chargor or otherwise and without any further consent or authority from any Chargor):

- (a) exercise (or refrain from exercising) any voting rights in respect of any Shares;
- (b) apply all dividends, interest and other monies arising from any Shares in accordance with Clause 13 (*Application of Monies*);
- (c) transfer any Shares into the name of such nominee(s) of the Interim Security Agent as it shall require; and
- (d) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of any Shares,

in such manner and on such terms as the Interim Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

7.2.2 While an Enforcement Event is continuing, each Chargor:

- (a) shall comply or procure the compliance with any directions of the Interim Security Agent (or its nominee) in respect of the exercise of those rights;

- (b) shall hold any dividends, distributions and other monies paid on or derived from the Shares on trust for the Secured Parties and pay the same to, or as directed by, the Interim Security Agent; and
- (c) irrevocably appoints the Interim Security Agent (or its nominee) as its proxy to exercise all voting rights in respect of its Shares with effect while an Enforcement Event is continuing to the extent that those Shares remain registered in its name,

in such manner and on such terms as is consistent with the Interim Facility Agreement, and the proceeds of any such action shall form part of the Charged Property.

7.2.3 The Interim Security Agent shall not be entitled to exercise voting rights or any other rights or powers under paragraph 7.2.1 above and under clause 15.1.2 if and to the extent that, from time to time:

- (a) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the Act) and any regulations made under the Act; and
- (b) either:
 - (1) the Secretary of State has not approved that notifiable acquisition in accordance with the Act; or
 - (2) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the Act.

7.3 **PSC Register**

In respect of any shares which constitute Charged Property:

7.3.1 each Chargor shall promptly notify the Interim Security Agent if it has issued a PSC Notice in respect of its shares which are subject to Security and such PSC Notice has not been withdrawn; and

7.3.2 if any such PSC Notice has been issued and has not been withdrawn, the relevant Chargor shall (x) issue a withdrawal of the PSC Notice under paragraph 11 of Schedule 1B of the Companies Act 2006 and (y) provide notice to the Interim Security Agent of that withdrawal,

in each case to the extent legally possible.

8. **ACCOUNTS**

8.1 **Accounts: Representation**

Each Chargor represents and warrants to the Interim Security Agent on the date of this Debenture that it is the legal and beneficial owner of the Accounts opened in its name. It has full power to establish and maintain the Accounts and to enter into and deliver and to create the Security constituted by this Security Agreement.

8.2 **Accounts: Operation before Enforcement Event**

Each Chargor shall, prior to the occurrence of a Enforcement Event, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account or otherwise deal with or close such Account, in the course of its business, subject to the terms of the Interim Facility Agreement.

8.3 **Accounts: Operation after Enforcement Event**

After the occurrence of a Enforcement Event which is continuing, no Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Interim Security Agent.

8.4 **Accounts: Application of monies**

The Interim Security Agent shall, while an Enforcement Event is continuing, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 13 (*Application of Monies*).

9. **ENFORCEMENT OF SECURITY**

9.1 **Enforcement**

At any time while an Enforcement Event is continuing the Security created by or pursuant to this Security Agreement is immediately enforceable and the Interim Security Agent may, without notice to any Chargor or prior authorisation from any court, in its absolute discretion:

9.1.1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and

9.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Security Agreement) on mortgagees and by this Security Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers.

9.2 **No Liability as Mortgagee in Possession**

Neither the Interim Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable, other than in the case of negligence, wilful default or breach of the terms of this Security Agreement.

9.3 **Right of Appropriation**

To the extent that any of the Charged Property constitutes “financial collateral” and this Security Agreement 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) (the “**Regulations**”)) the Interim Security Agent shall at any time while an Enforcement Event is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of Shares, the market price of such Shares determined by the Interim Security Agent (acting reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors; (b) in the case of cash, the amount standing to the credit of each of the Accounts, together with any accrued but unposted interest, at the time of appropriation; and (c) in the case of any other asset, the market value of such financial collateral as determined by the Interim Security Agent (acting reasonably), including by way of an independent valuation. In each case, the parties agree that the method of valuation provided for in this Security Agreement shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.4 **Effect of Moratorium**

The Interim Security Agent shall not be entitled to exercise its rights under Clause 9.1 (*Enforcement*) or Clause 5 (*Crystallisation of Floating Charge*) where the right arises as a result of an Enforcement Event occurring solely due to any person obtaining or doing anything with a view to obtaining a moratorium pursuant to Part A1 of the Insolvency Act 1986 unless this Security Agreement creates a floating charge referred to in s.A52(4) of PartA1 of the Insolvency Act 1986.

10. **EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925**

10.1 **Extension of Powers**

The power of sale or other disposal conferred on the Interim Security Agent and on any Receiver by this Security Agreement shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Security Agreement.

10.2 **Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Agreement or to the exercise by the Interim Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Agreement with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Interim Security Agent without notice to any Chargor on or at any time whilst an Enforcement Event is continuing.

10.3 **Power of Leasing**

The statutory powers of leasing may be exercised by the Interim Security Agent at any time while an Enforcement Event is continuing and the Interim Security Agent and any Receiver may make any lease or agreement for lease, accept surrenders of leases and

grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

11. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

11.1 Appointment and Removal

While an Enforcement Event is continuing or if requested in writing by the Chargors to do so, the Interim Security Agent may (acting through an authorised officer of the Interim Security Agent), without prior notice to any Chargor:

- 11.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- 11.1.2 appoint two or more Receivers of separate parts of the Charged Property;
- 11.1.3 remove (so far as it is lawfully able) any Receiver so appointed;
- 11.1.4 appoint another person(s) as an additional or replacement Receiver(s); or
- 11.1.5 appoint one or more persons to be an administrator of that Chargor.

Section 109(1) of the Law of Property Act 1925 shall not apply to this Security Agreement.

11.2 Capacity of Receivers

11.2.1 Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and Removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes shall be deemed to be the agent of the relevant Chargors which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Interim Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Interim Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

11.2.2 No Secured Party will incur any liability (either to the relevant Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

11.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Interim Security Agent under the Law of Property Act 1925 (as extended by this Security Agreement) or otherwise and such powers shall remain exercisable from time to time by the Interim Security Agent in respect of any part of the Charged Property.

11.4 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Security Agreement.

12. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Security Agreement (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

12.1.1 all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

12.1.2 all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

12.1.3 all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and

12.1.4 the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Property.

13. APPLICATION OF MONIES

All monies received or recovered by the Interim Security Agent or any Receiver pursuant to this Security Agreement or the powers conferred by it 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 first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Interim Security Agent (notwithstanding any purported appropriation by any Chargor) in or towards the payment of the Secured Obligations in such order as the Interim Security Agent thinks fit. Any surplus shall be paid to the relevant Chargor or other person entitled to it.

14. PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Interim Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or

making any acquisition, the Interim Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

14.2 Protection of Purchasers

No purchaser or other person dealing with the Interim Security Agent or any Receiver shall be bound to inquire whether the right of the Interim Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Interim Security Agent or such Receiver in such dealings.

15. POWER OF ATTORNEY

15.1 Appointment and Powers

Each Chargor by way of security irrevocably and unconditionally appoints the Interim Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

15.1.1 carrying out any obligation imposed on that Chargor by this Security Agreement (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) and perfecting and/or releasing the Security created or intended to be created in respect of the Charged Property; and

15.1.2 enabling the Interim Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Agreement or by law (including, while an Enforcement Event is continuing, the exercise of any right of a legal or beneficial owner of the Charged Property, subject to clause 7.2.2 above),

provided that neither the Interim Security Agent nor any Receiver may exercise (or purport to exercise) any such powers, rights or authorities unless an Enforcement Event is continuing.

15.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers, in each case except to the extent the attorney in its name is acting negligently, with wilful misconduct or in breach of law or the terms of the Interim Documents.

16. EFFECTIVENESS OF SECURITY

16.1 Continuing Security

16.1.1 The Security created by or pursuant to this Security Agreement shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Interim Security Agent.

16.1.2 No part of the Security from time to time intended to be constituted by the Security Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

16.2 Cumulative Rights

The Security created by or pursuant to this Security Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Interim Security Agent or any Interim Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Interim Security Agent (whether in its capacity as Interim Security Agent or otherwise) or any of the other Interim Finance Parties over the whole or any part of the Charged Property shall merge into the Security constituted by this Security Agreement.

16.3 No Prejudice

The Security created by or pursuant to this Security Agreement and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any forbearance, neglect, abandonment, extension of time, release, surrender or loss of securities, dealing, various, arrangement, time or indulgence granted to any Chargor or any other person, or the Interim Security Agent (whether in its capacity as Interim Security Agent or otherwise) or any of the other Interim Finance Parties or by any variation of the terms of the trust upon which the Interim Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Collateral Right.

16.4 Remedies and Waivers

No failure on the part of the Interim Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

16.5 No Liability

None of the Interim Security Agent, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Security Agreement or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of negligence, wilful default or breach of the terms of this Security Agreement upon its part.

16.6 Immediate recourse

Each Chargor waives any right it may have of first requiring any Interim Finance Party (or any security trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from any Chargor under this Security Agreement. This waiver applies irrespective of any law or any provision of this Security Agreement to the contrary.

16.7 Deferral of Rights

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Security Agreement:

16.7.1 to be indemnified by any Obligor;

16.7.2 to claim any contribution from any guarantor of any Obligor's obligations under this Security Agreement; and/or

16.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Interim Finance Parties under the Interim Documents or of any other guarantee or Security taken pursuant to, or in connection with, this Security Agreement by any Interim Finance Party.

16.8 Waiver of defences

The obligations of each Chargor under this Security Agreement will not be affected by an act, omission, matter or thing which, but for this Security Agreement, would reduce, release or prejudice any of its obligations under this Security Agreement (without limitation and whether or not known to it or any Secured Party) including:

16.8.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;

16.8.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

16.8.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

16.8.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

16.8.5 any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of an Interim Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Interim Document or other document or security;

16.8.6 any unenforceability, illegality or invalidity of any obligation of any person under any Interim Document or any other document or security; or

16.8.7 any insolvency or similar proceedings.

17. RELEASE OF SECURITY

17.1.1 Upon the discharge in full of the Secured Obligations (provided that they shall not be read as to include any amounts that might be due as a consequence of

any claw back action and/or avoidance of any payments made under the Interim Documents), and so long as none of the Interim Finance Parties has any further actual or contingent obligations under the Interim Documents, or at any other time as contemplated by the terms of the Interim Facility Agreement, the Interim Security Agent will, at the request and cost of the Chargor, release, re-assign or discharge (as appropriate) the Charged Property from the Security created under this Security Agreement and promptly take any 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 Chargor) which are, in each case, necessary or otherwise requested by the Chargor to release, re-assign or discharge the Charged Property from the Security created under this Security Agreement.

18. SET-OFF

Each Chargor authorises the Interim Security Agent (but the Interim Security Agent shall not be obliged to exercise such right), while an Enforcement Event is continuing, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Interim Security Agent to that Chargor and apply any credit balance to which that Chargor is entitled on any account with the Interim Security Agent in accordance with Clause 13 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

19. RULING-OFF

If the Interim Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Interim Facility Agreement) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations.

20. SUBSEQUENT SECURITY INTERESTS

If the Interim Security Agent (acting in its capacity as Interim Security Agent or otherwise) or any of the other Interim Finance Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property which is prohibited by the terms of this Security Agreement or any other Interim Document, all payments thereafter by or on behalf of any Chargor to the Interim Security Agent (whether in its capacity as Interim Security Agent or otherwise) or any of the other Interim Finance Parties shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Interim Security Agent received such notice.

21. ASSIGNMENT

To the extent permitted by the terms of the Interim Documents, the Interim Security Agent may assign and transfer all or any of its rights and obligations under this Security Agreement. Subject to the confidentiality undertakings set out in the Interim Documents, the Interim Security Agent shall be entitled to disclose such information concerning the Chargors and this Security Agreement as the Interim Security Agent (acting reasonably) considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

22. PARTIAL INVALIDITY

If, at any time, any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. EXECUTION

- 23.1 This Security Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Agreement.
- 23.2 It is intended that this Security Agreement takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- 23.3 Each of the other parties to this Security Agreement appoints the Interim Security Agent as its agent to sign on its behalf any Deed of Accession in order that each such Deed of Accession may be supplemental to this Security Agreement and be binding on and endure to the benefit of all the parties to this Security Agreement.

24. DISCRETION AND DELEGATION

24.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Security Agreement by the Interim Security Agent or any Receiver may, subject to the terms and conditions of the Interim Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

24.2 Delegation

Subject to the terms of the Interim Facility Agreement, each of the Interim Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Security Agreement (including the power of attorney) on such terms and conditions as it (acting reasonably) shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Interim Security Agent or the Receiver itself.

25. PERPETUITY PERIOD

The perpetuity period under the rule against perpetuities, if applicable to this Security Agreement, shall be the period of one hundred and twenty five years from the date of the Interim Facility Agreement.

26. GOVERNING LAW

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

27. JURISDICTION

27.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute regarding the existence, validity or termination of this Security Agreement or any non-contractual obligations arising out of or in connection with this Security Agreement) (a “**Dispute**”).

27.2 Convenient Forum

The parties to this Agreement 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.

27.3 Exclusive Jurisdiction

This Clause 27 (*Jurisdiction*) is for the benefit of the Interim Security Agent only. As a result and notwithstanding Clause 27.1 (*English Courts*), it does not prevent the Interim Security Agent from taking proceedings relating to a Dispute in any other court of competent jurisdiction. To the extent allowed by law the Interim Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS SECURITY AGREEMENT has been signed on behalf of the Interim Security Agent and executed as a deed by each Chargor and is delivered by it on the date specified above.

SCHEDULE 1

FORMS OF NOTICE OF ASSIGNMENT

Part IA

Form of Notice of Assignment

To: [•]

Date: [•]

Dear Sirs,

We hereby give you notice that we have assigned to [•] (the “**Interim Security Agent**”) pursuant to a Security Agreement entered into by us in favour of the Interim Security Agent dated [•] (the “**Security Agreement**”) all our right, title and interest in and to the proceeds of [*insert details of relevant intercompany receivable*] (the “**Agreement**”).

With effect from your receipt of a notice from the Interim Security Agent stating that an Enforcement Event (as defined in the Security Agreement) has occurred and is continuing, we:

- a) instruct you to make all payments under or arising from the Agreement to the Interim Security Agent [*insert an account number if required*] or to its order as it may specify in writing from time to time;
- b) notify you that all remedies provided for in the Agreement or available at law or in equity are exercisable by the Interim Security Agent (provided that the Interim Security Agent shall have no greater rights under this letter than we have under the Agreement);
- c) notify you that all rights to compel performance of the Agreement are exercisable by the Interim Security Agent although the Chargor shall remain liable to perform all the obligations assumed by it under the Contract; and
- d) notify you that all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Agreement belong to the Interim Security Agent to the exclusion of the Agreement and no changes may be made to the terms of the Contract nor may the Agreement be terminated without the prior written consent of the Interim Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Interim Security Agent at [•] marked for the attention of [•].

Yours faithfully,

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

Part IB
Form of Acknowledgement of Notice of Assignment

To: [Interim Security Agent]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in such notice and that we will comply with the terms of that notice.

We further confirm that:

- a) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Interim Security Agent;
- b) no termination of such rights, interests or benefits shall be effective unless we have given the Interim Security Agent thirty days written notice of the proposed termination, specifying the action necessary to avoid such termination; and
- c) no breach or default on the part of the Chargor of any of the terms of the Agreement shall be deemed to have occurred unless we have given notice of such breach to the Interim Security Agent specifying how to make good such breach.

For and on behalf of [•]

By:

Dated:

SCHEDULE 2

ACCOUNT NOTICE

To: [Account Bank/other financial institution]

Date: []

Dear Sirs

We give you notice that, by a Security Agreement dated [] (the “**Security Agreement**”), we have charged by way of fixed charge to [•] (the “**Interim Security Agent**”) as security trustee for the Secured Parties all of our right, title and interest in and to the account[s] listed below maintained with your [bank/building society/financial institution] (including any renewal, redesignation, replacement, subdivision or subaccount of such account) and the debt or debts represented thereby:

Account Name[s]: []

Sort Code[s]: []

Account No[s]: []

[repeat list as necessary]

We irrevocably instruct and authorise you:

- a) following receipt by you of a notice issued by the Interim Security Agent of the occurrence of a Enforcement Event to disclose to the Interim Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure, such information relating to [the]/[any] account[s] maintained with you from time to time as the Interim Security Agent may request you to disclose to it.
- b) following receipt by you of a notice issued by the Interim Security Agent of the occurrence of a Enforcement Event, to comply with the written instructions of the Interim Security Agent in relation to the account[s], to the exclusion of any instructions from the Chargor, without any enquiry by you as to the justification for such instructions; and
- c) to hold all monies from time to time standing to the credit of the account[s] to the order of the Interim Security Agent and to pay all or any part of those monies to the Interim Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect.

This letter and all non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with the laws of England and Wales.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Interim Security Agent at [•] marked for the attention of [•].

Yours faithfully,

.....
for and on behalf of

[CHARGOR]

**Form of Acknowledgement of Notice of
Charge by Account Bank**

To: [•] (the “**Interim Security Agent**”)

Date:

Dear Sirs

We confirm receipt from [] (the “**Chargor**”) of a notice dated [] (the “**Notice**”) of a fixed charge upon the terms of a Security Agreement dated [] (the “**Security Agreement**”) of all the Chargors’ right, title and interest in and to, and all monies (including interest) from time to time standing to the credit of the following accounts which are maintained with us and the debt or debts represented thereby:

[List relevant accounts here]

(the “**Accounts**”).

We confirm that no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (a) the payment of the credit balance on the Accounts or (b) the creation of Security over the Accounts in favour of the Interim Security Agent or any third party.

We confirm that we have not received notice of the interest of any third party in any of the Accounts and will not, without the Interim Security Agent’s prior written consent, amend or vary any rights attaching to the Accounts.

We agree to act in accordance with the provisions of the Notice.

We 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 Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Interim Security Agent.

Following receipt of a notice issued by the Interim Security Agent of the occurrence of a Enforcement Event, we will act only in accordance with the instructions given by persons authorised by the Interim Security Agent and we shall send all statements and other notices given by us relating to the Accounts to the Interim Security Agent.

This letter and all non-contractual obligations arising out of or in connection with it are to be governed by and will be construed in accordance with English law.

Yours faithfully,

.....
for and on behalf of
[Account Bank/other financial institution]

cc. [Insert name of Chargor]

SCHEDULE 3

BANK ACCOUNTS

None at the date of this Security Agreement.

SCHEDULE 4

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on [•] 20[•]

BETWEEN:

- (1) [ACCEDING COMPANY] (the “**Acceding Company**”); and
- (2) [INTERIM SECURITY AGENT] (the “**Interim Security Agent**”).

WHEREAS

This Deed of Accession is supplemental to a Security Agreement dated [•] and made between, inter alia, [•] and the Interim Security Agent (the “**Security Agreement**”).

IT IS AGREED and declared as follows:

1. DEFINITIONS

- 1.1 Words or expressions defined (including by reference) in the Security Agreement shall, unless otherwise defined herein, bear the same meaning in this Deed of Accession (including the recital hereto).
- 1.2 The principles of construction set out in clause 1.2 (*Construction*) of the Security Agreement shall apply mutatis mutandis to this Deed of Accession as if the same were set out in full herein.

2. ACCESSION OF THE ACCEDING COMPANY

- 2.1 By its execution of this Deed of Accession, the Acceding Company unconditionally and irrevocably undertakes to and agrees with the Interim Security Agent to observe and be bound by the terms and provisions of the Security Agreement as if it were an original party thereto as one of the Chargors.
- 2.2 The Interim Security Agent (on behalf of itself and each other party to the Security Agreement) hereby consents to the accession of the Acceding Company to the Security Agreement on the terms of Clause 2.1 of this Deed of Accession and agrees that the Security Agreement shall hereafter be read and construed as if the Acceding Company had been an original party to the Security Agreement in the capacity of a Chargor (but so that the security created on this accession will be created on the date of this Deed of Accession).

3. COVENANT TO PAY

The Acceding Company as primary obligor covenants with the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) that it shall on demand of the Interim Security Agent discharge each of the Secured Obligations on their due date in accordance with their respective terms (or, if they do not specify a time for payment, immediately on demand by the Interim Security Agent).

4. FIXED CHARGE, ASSIGNMENTS AND FLOATING CHARGE

4.1 Fixed Charges

Subject to clause 3.4 (*Excluded Assets*) of the Security Agreement, the Acceding Company charges with full title guarantee in favour of the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to:

- (a) in respect of the Parent only, the Shares and all Related Rights; and
- (b) to the extent not effectively assigned pursuant to clause 4.2 (*Assignments*), the Intercompany Receivables.

4.2 Assignments

The Acceding Company assigns and agrees to assign absolutely with full title guarantee to the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interests from time to time in and to the Intercompany Receivables owing to it, subject in each case to reassignment by the Interim Security Agent to the Parent of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

4.3 Floating Charge

- (a) Subject to clause 3.4 (*Excluded Assets*) of the Security Agreement, the Acceding Company with full title guarantee charges in favour of the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertakings.
- (b) The floating charge created by sub-clause 4.3(a) above shall be deferred in point of priority to all fixed Security validly and effectively created by each Chargor under the Interim Documents in favour of the Interim Security Agent (as Interim Security Agent for itself and on behalf of the Interim Finance Parties) as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 4.3 (*Floating Charge*).

4.4 Negative Pledge

The Acceding Company shall not:

- (d) create or permit to subsist any Security or Quasi-Security over any Charged Property (including, for the avoidance of doubt, any share capital of any member of the Group charged pursuant to Clause 4.3 (*Floating Charge*)), other than any Security which is not expressly prohibited by the Interim Facility Agreement, provided that in no

circumstances will the Acceding Company be entitled to create or permit to subsist any Security or Quasi-Security over the shares of the Target or any member of the Target Group other than pursuant to the floating charge created under this Deed of Accession; or

- (e) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 4.3 (*Floating Charge*) in the ordinary course of business) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (f) dispose of the equity of redemption in respect of all or any part of the Charged Property.

5. REPRESENTATION: SHARES

The Acceding Company is the legal and beneficial owner of the Shares identified against its name in the schedule to this Deed of Accession, which represent the entire issued share capital of the relevant Subsidiaries and all of those Shares are fully paid and not subject to pre-emption or other similar rights.

6. REPRESENTATION: PSC REGISTER

- (a) The Acceding Company has complied with any notice it has received from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Security Agreement.
- (b) The Acceding Company has not received any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 from any of its Subsidiaries whose shares constitute Charged Property.

7. INTERPRETATION

This Deed of Accession shall hereafter be read as one with the Security Agreement, so that all references in the Security Agreement to this Security Agreement, herein and similar expressions shall include references to this Deed of Accession.

8. DELIVERY

This Deed of Accession shall be treated as having been executed and delivered as a deed only upon being dated.

9. COUNTERPARTS

This Deed of Accession may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed of Accession.

10. THIRD PARTY RIGHTS

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

11. GOVERNING LAW

This Deed of Accession is governed by English law.

12. JURISDICTION

Clause 27.1 (*English Courts*) of the Security Agreement is incorporated into this Deed of Accession by mutatis mutandis.

THIS DEED OF ACCESSION has been signed on behalf of the Interim Security Agent and executed as a deed by the Acceding Company and is delivered by it on the date specified above.

**SCHEDULE
SHARES**

Details of Shares:

Name of Charged Company	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
-	-	-	-

SIGNATORIES

The Acceding Company

EXECUTED as a DEED by
[Acceding Company]

_____ Director

_____ Director/Secretary

Address: []

Fax: []

Attention: []

The Interim Security Agent

Signed by
[Interim Security Agent]

By:

Address: []

Fax: []

Attention: []

SIGNATURE PAGE

Original Chargor

EXECUTED as a DEED by

GLOBAL AUTO HOLDINGS LIMITED

acting by:



Director

Name of director: ..Kuldeep..Billan

In the presence of: George Baker

Witness' signature



Witness' name: George Baker

Witness address:



Witness occupation: Trainee Solicitor

The Interim Security Agent

For and on behalf of

BMO CAPITAL MARKETS

BANK OF MONTREAL

By: _____

Name: Sean P. Gallaway

Title: Managing Director, Corporate Banking

For the purposes of notices:

Address: _____

Email: _____

Attention: Ryan Ricci