



**Registration of a Charge**

Company name: **LOMBARD NORTH CENTRAL PLC**

Company number: **00337004**



X7H9NGWQ

Received for Electronic Filing: **24/10/2018**

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**Details of Charge**

Date of creation: **19/10/2018**

Charge code: **0033 7004 0028**

Persons entitled: **LOMBARD NORTH CENTRAL PLC**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: **AMANDA GARDAM**



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

Company number: 337004

Charge code: 0033 7004 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2018 and created by LOMBARD NORTH CENTRAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2018 .

Given at Companies House, Cardiff on 26th October 2018

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

# Participation Security Deed

between

**Lombard North Central PLC**

as the Chargor

and

**Lombard North Central PLC**

as Participation Security Trustee

relating to

a vehicle funding facilities agreement in favour of  
Europcar Group UK Limited and Goldcar UK Limited

**Simmons & Simmons**

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## CONTENTS

Part 1 : Definitions and Interpretation.....	1
1. Definitions.....	1
Part 2 : Interpretation .....	4
2. Interpretation .....	4
Part 3 : Undertaking to Pay .....	4
3. The Chargor's Undertaking to Pay.....	4
Part 4 : Security .....	4
4. Creation of Fixed Security.....	4
5. Warranty by the Chargor .....	4
6. Notice of Security .....	4
7. Redemption and Release .....	4
8. Continuance of Security.....	5
9. Payments prior to Enforcement .....	5
Part 5 : Enforcement.....	5
10. Security Enforceable.....	5
11. Enforcement.....	6
12. Enforcement of the Secured Documents following an Enforcement Event.....	6
Part 6 : Trustee's Powers .....	6
13. Extension and Variation of the LPA .....	6
Part 7 : Receiver .....	8
14. Appointment and removal of Receiver .....	8
15. Provisions Relating To Receiver.....	9
16. Powers of a Receiver.....	10
Part 8 : Protective Provisions .....	10
17. Protection of Third Parties .....	11
18. Protection of Trustee and Receiver.....	11
Part 9 : Miscellaneous.....	12

19.	Other Security.....	12
20.	Application to Court.....	12
21.	Power of Attorney.....	12
22.	Execution.....	13
23.	Effect.....	13
24.	Third Party Rights.....	14
	Part 10 : Governing Law and Jurisdiction.....	14
25.	Governing Law and Jurisdiction.....	14
	<b>EXECUTION PAGE</b> .....	15

**THIS DEED** is dated **19 October 2018**

5-5  
**2015** and made

**BETWEEN:**

- (1) **LOMBARD NORTH CENTRAL PLC**, (the "**Chargor**"), registered in England and Wales as company number 00337004 and having its registered office at 280 Bishopsgate, London EC2M 4RB; and
- (2) **LOMBARD NORTH CENTRAL PLC**, (the "**Participation Security Trustee**"), registered in England and Wales as company number 00337004 and having its registered office at 135 Bishopsgate, London EC2M 3UR, as security trustee for the Secured Parties (as defined below).

**BACKGROUND:**

The Chargor has entered into the Funding Agreement and may grant a participation in the amounts receivable by the Chargor pursuant to the Funding Agreement. As security for its obligations pursuant to any such participation, the Chargor wishes to create security over certain assets and rights of the Chargor relating to the Funding Agreement, to be held by the Participation Security Trustee for and on behalf of the Secured Parties pursuant to the terms of this Deed.

**PART 1 : DEFINITIONS AND INTERPRETATION**

**1. Definitions**

In this Deed:

"**Ancillary Enforcement Action**" means any steps or actions in connection with, or incidental to, any Enforcement Action, which are deemed necessary or desirable by the Chargor in connection with any Enforcement Action.

"**Benefit**" in respect of any asset, agreement, property or right (each a "**Right**" for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include:

- (A) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right;
- (B) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all e of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account;
- (C) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right;
- (D) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right, including

the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right; and

- (E) all items expressed to be held on trust for such person under or comprised in any such Right, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right, all rights of action in respect of any breach of or in connection with any such Right and all rights to receive damages or obtain other relief in respect of such breach.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Participation Security Trustee.

"Encumbrance" means any mortgage, pledge, lien, charge, assignment, right of detention, hypothecation, statutory right in rem or security interest or any other agreement or arrangement having a similar effect.

"Enforcement Action" means the exercise by the Chargor of any of its rights pursuant to Clause 12.3 (*Cancellation, etc.*) of the Funding Agreement.

"Enforcement Event" means the occurrence of any of the following events:

- (A) the Chargor breaches any of its obligations under this Agreement or the Participation Agreement and such breach is not remedied within ten (10) Business Days of written notice from the Participant to do so;
- (B) with respect to the Chargor:
- (1) it is unable or admits inability to pay its debts as they fall due, suspends making payments on its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors with a view to rescheduling any of its indebtedness; or
  - (2) any corporate action, legal proceedings or other procedure or step is taken in relation to:
    - (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation of the Chargor;
    - (b) a composition, compromise, assignment or arrangement with the Chargor's creditors;
    - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer;
    - (d) the enforcement of any Encumbrance over all or a substantial part of the assets of the Chargor; or
    - (e) the exercise by the Bank of England of any of the special resolution powers contemplated by Sections 81AA to 82 (inclusive) of the Banking Act 2009 (as amended).

"Financed Vehicle" has the meaning given to that term by each of the Funding Agreement and the Previous VFA..

"Funding Agreement" means the funding agreement relating to the up to £550,000,000 vehicle funding facilities between, among others, the Chargor and Europcar Group UK Limited dated on or about the date of this Agreement.

"Insolvency Act" means the Insolvency Act 1986 (as amended).

"LPA" means the Law of Property Act 1925 (as amended).

"Notice of Assignment" has the meaning given to it in Clause 6 (*Notice of Security*).

"Participant" means the person (if any) to whom the chargor from time to time grants a participation on the terms of a Participation Agreement.

"Participation Agreement" means a participation agreement relating to, amongst other things, the Funding Agreement, entered into by the Chargor and a Participant and dated on or after the date of this Deed.

"Participation Security" means the security created in favour of the Participation Security Trustee pursuant to the Participation Security Deed.

"Participation Security Trust Deed" means a trust deed executed by the Participation Security Trustee in favour of itself and the Participant (and any other persons party to it) on or after the date of this Deed.

"Receivables" means any amounts payable (whether or not due) which remain to be paid by the Obligors.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property.

"Secured Amounts" means all present and future liabilities and obligations, at any time, of the Chargor whether actual or contingent at any time due, owing or incurred by the Chargor to (1) the Participant pursuant to the Participation Agreement or (2) the Participation Security Trustee pursuant to this Deed or the Participation Security Trust Deed.

"Secured Documents" means each Finance Document, the Previous VFA and each "Finance Document" (as defined in the Previous VFA).

"Secured Parties" means the Participation Security Trustee, the Participant, a Receiver or any Delegate.

"Secured Property" means the property of the Chargor which subject to the Participation Security.

"Trust Documents" means this Deed, the Participation Agreement, the Participation Security Trust Deed and the Secured Documents.

"Trust Property" means the Participation Security and all Trust Proceeds.

"Trust Proceeds" means all recoveries, receipts and benefits received by the Participation Security Trustee in that capacity save for money or assets which it is entitled to retain for its own account or which are earmarked for receipt by a third party other than as part of the Trust Property.

## PART 2 : INTERPRETATION

### 2. Interpretation

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed have the meanings and constructions ascribed to them in in Clause 1 (*Definitions and Interpretation*) of the Participation Agreement, otherwise in the Funding Agreement.

## PART 3 : UNDERTAKING TO PAY

### 3. The Chargor's Undertaking to Pay

The Chargor undertakes to the Participation Security Trustee (for the Secured Parties) that it shall duly, unconditionally and punctually pay and discharge to each of the Secured Parties when due all monies and liabilities whatsoever constituting the Secured Amounts, subject to the provisions of, in all cases, clause 6 (*Status of Participation*) of the Participation Agreement.

## PART 4 : SECURITY

### 4. Creation of Fixed Security

As continuing security for the payment or discharge of the Secured Amounts the Chargor with full title guarantee, in favour of the Participation Security Trustee on trust for the Secured Parties, hereby:

- (A) assigns absolutely, by way of security, the Benefit of the Secured Documents and all Receivables; and
- (B) charges by way of first fixed charge the Benefit of the Financed Vehicles.

### 5. Warranty by the Chargor

The Chargor warrants to the Participation Security Trustee that:

- (A) it has taken all necessary steps to enable it to create the Participation Security in respect of the Secured Property in accordance with this Deed; and
- (B) subject to the Legal Reservations (as defined in the Funding Agreement) this Deed creates the Participation Security it purports to create and such Security is not liable to be avoided or otherwise set aside upon an occurrence of or in relation to an Enforcement Event.

### 6. Notice of Security

The Chargor shall, promptly following the date hereof, give notice of the Participation Security granted in respect of the Secured Documents to the Obligor (a "Notice of Assignment").

## **7. Redemption and Release**

### **7.1 Release on payment or discharge**

Upon proof being given to the satisfaction of the Participation Security Trustee as to the irrevocable and unconditional payment or discharge of the Secured Amounts, the Participation Security Trustee will, at the request and cost of the Chargor, release, discharge or reassign the Secured Property to the Chargor.

### **7.2 No avoidance**

No assurance, security or payment which is avoided under any enactment relating to bankruptcy or under Sections 238 to 245 or Section 423 of the Insolvency Act or any equivalent provision of common law and no release, settlement or discharge given or made by the Participation Security Trustee in reliance on any such assurance, security or payment shall prejudice or affect the right of the Participation Security Trustee to enforce the Participation Security. The Chargor agrees that, notwithstanding any such avoidance, release, settlement or discharge, the Participation Security shall be deemed always to have been and to have remained held by the Participation Security Trustee as and by way of security for payment to or to the order of the Participation Security Trustee of the Secured Amounts.

### **7.3 Form of Release**

The Participation Security shall be released only upon the execution by or on behalf of the Participation Security Trustee of either an absolute and unconditional release by way of deed or a receipt, in each case relating to all (and not part only) of the Secured Amounts.

### **7.4 Financed Vehicles**

Notwithstanding Clause 4(B) (*Creation of fixed security*), a Financed Vehicle shall stand released of the Participation Security without any further action on the part of the Participation Security Trustee or the Chargor upon title to that Financed Vehicle passing from the Chargor to the Hirer in accordance with the terms of the Funding Agreement.

## **8. Continuance of Security**

The Participation Security and the covenants, undertakings and provisions contained in this Deed shall remain in force as a continuing security to the Participation Security Trustee, notwithstanding any intermediate payment or satisfaction of any part of the Secured Amounts or any settlement of accounts or any other act, event or matter whatsoever, and shall ensure the Secured Amounts.

## **9. Payments prior to Enforcement**

9.1 Notwithstanding the Participation Security, the Participation Security Trustee acknowledges that, unless an Enforcement Event has occurred and is continuing:

- (A) payments becoming due to the Chargor under any of the Trust Documents may be made in accordance with the provisions of the Trust Documents to (and retained absolutely by) the Chargor; and
- (B) the Chargor may exercise its rights, powers and discretions and perform its obligations in relation to the Secured Property and under the Trust Documents in accordance with the provisions of the Trust Documents or (as the case may be)

such other documents or arrangements including, without limitation, transferring title to the Financed Vehicles to the Obligors or other relevant third parties in accordance with the Funding Agreement and otherwise subject to the Participation Agreement.

- 9.2 In the event that an Enforcement Event has occurred and is continuing, amounts due and payable to, and received by, the Chargor pursuant to the Secured Documents shall be paid into a separate account of the Participation Security Trustee by the Chargor promptly upon receipt thereof for application in accordance with the Participation Agreement.

## **PART 5 : ENFORCEMENT**

### **10. Security Enforceable**

The whole of the Participation Security shall become enforceable following the occurrence of an Enforcement Event which is continuing.

### **11. Enforcement**

#### **11.1 Consequences of Enforceable Security**

From the date on which the Participation Security becomes enforceable:

- (A) subject to the provisions of this Deed, the Participation Security Trustee may institute such proceedings against the Chargor and take such action as it may think fit to enforce all or any part of the Participation Security;
- (B) the Participation Security Trustee may appoint a Receiver in accordance with Clause 14 (*Appointment and Removal of Receiver*); and
- (C) whether or not it has appointed a Receiver, the Participation Security Trustee may exercise all or any of the powers, authorities and discretions:
  - (1) conferred by the Trust Documents on any Receiver;
  - (2) conferred by the LPA (as varied or extended by the Trust Documents) on mortgagees; or
  - (3) otherwise conferred by law on mortgagees or receivers.

### **12. Enforcement of the Secured Documents following an Enforcement Event**

Following an Enforcement Event and enforcement of the Participation Security in accordance with this Deed, the Participation Security Trustee shall:

- (A) apply the Trust Proceeds in accordance with the Participation Security Trust Deed in payment of the Secured Amounts (and thereafter to the Chargor);
- (B) exercise its rights under each Secured Document, including with respect to the taking of any Enforcement Action or Ancillary Enforcement Action, subject to the provisions of the Trust Documents; and
- (C) be entitled to avail itself of the same rights and protections afforded to the Chargor pursuant to the provisions in the Trust Documents, as if references to the Chargor therein were a reference to the Participation Security Trustee.

## PART 6 : PARTICIPATION SECURITY TRUSTEE'S POWERS

### 13. Extension and Variation of the LPA

#### 13.1 Extension of Powers

From the date of this Deed but subject to Clause 13.2 (*Powers Exercised following an Enforcement Event*) below, the provisions of the LPA relating to the power of sale and the other powers conferred by Sections 101 (1) and (2) of the LPA, are extended to authorise the Participation Security Trustee upon such terms as the Participation Security Trustee may think fit:

- (A) to sell, exchange, licence or otherwise dispose of or otherwise deal with the Trust Property or any interest in the same, and to do so for shares, debentures or any other securities whatsoever, or in consideration of an agreement to pay all or part of the purchase price at a later date or dates, or an agreement to make periodical payments, whether or not the agreement is secured by an Encumbrance or a guarantee, or for such other consideration (if any) and upon such terms whatsoever as the Participation Security Trustee may think fit, and also to grant any option to purchase;
- (B) with a view to, or in connection with, the management or disposal of the Trust Property to carry out any transaction, scheme or arrangement which the Participation Security Trustee may in its absolute discretion consider appropriate;
- (C) to take possession of, get in and collect the Trust Property;
- (D) to appoint and engage managers, agents and advisers upon such terms as to remuneration and otherwise and for such periods as it may determine, and to dismiss them;
- (E) to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Trust Property;
- (F) to transfer all or any of the Trust Property to any other company or body corporate whether or not formed or acquired for the purpose and whether or not an affiliate of the Participation Security Trustee or the Chargor;
- (G) generally to carry out, or cause or authorise to be carried out, any transaction, scheme or arrangement whatsoever, whether or not similar to any of the foregoing, in relation to the Trust Property which it may consider expedient as effectually as if it were the absolute, sole legal and beneficial owner of the Trust Property, subject to any restrictions in the Trust Documents;
- (H) to pay and discharge, out of the profits and income of the Trust Property and the monies to be made by it in carrying on the business of the Chargor, the expenses incurred in and about the carrying on and management of any such business or in the exercise of any of the powers conferred by this Clause;
- (I) or otherwise in respect of the Trust Property and all outgoings which it shall think fit to pay and apply the residue of such profits and income in accordance with Clause 12(A);
- (J) to exercise any of the powers and perform any of the duties conferred on the Chargor by or pursuant to the Secured Documents or any statute, deed or contract;

- (K) to exercise, or permit any other person to exercise, any rights, powers or privileges of the Chargor in respect of the Trust Property;
- (L) to disclaim, discharge, abandon, disregard, alter or amend on behalf of the Chargor all or any outstanding contracts of the Chargor except where such amendment is proscribed by the terms of any Trust Document and allow time for payment of any monies either with or without security; and
- (M) in connection with the exercise of any of its powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Chargor or otherwise, as it may think fit, all documents, acts or things which it may consider appropriate or incidental or conducive to the exercise of any of the powers referred to above.

### **13.2 Powers Exercised following an Enforcement Event**

The statutory powers of sale and of appointing a receiver which are conferred upon the Participation Security Trustee, as varied and extended by this Deed, and all other powers shall, in favour of any purchaser, be deemed to arise and be exercisable immediately after the execution of this Deed but shall only be exercised upon and following the occurrence of an Enforcement Event which is continuing.

### **13.3 Restrictions**

The restrictions contained in Section 93 and Section 103 of the LPA shall not apply to this Deed or to the exercise by the Participation Security Trustee of its right to consolidate all or any of the Participation Security with any other security in existence at any time or to its power of sale, which powers may be exercised by the Participation Security Trustee without notice to the Chargor on or at any time following an Enforcement Event which is continuing.

### **13.4 Powers Additional to LPA and Insolvency Act Powers**

The powers conferred by this Deed in relation to the Participation Security on the Participation Security Trustee or on any Receiver of the Trust Property or any part of the Trust Property shall be in addition to and not in substitution for the powers conferred on mortgagees or receivers under the LPA and the Insolvency Act and, where there is any ambiguity or conflict between the powers contained in either of such Acts and those conferred by this Deed, the terms of this Deed shall prevail.

## **PART 7 : RECEIVER**

### **14. Appointment and removal of Receiver**

#### **14.1 Appointment of a Receiver**

When the Participation Security is enforceable, the Participation Security Trustee may appoint such person or persons (including an officer or officers of the Participation Security Trustee) as it thinks fit to be a Receiver or Receivers of the Trust Property or any part thereof to act jointly or jointly and severally as receiver, manager, receiver or manager, administrative receiver, compulsory or interim manager or other similar officer as the Participation Security Trustee shall determine.

#### **14.2 Insolvency Act Requirements**

The Participation Security Trustee shall comply with any requirement under the Insolvency Act that the person appointed to be a Receiver be a licensed insolvency practitioner.

#### **14.3 Removal of Receiver**

The Participation Security Trustee may (subject to Section 45 of the Insolvency Act) remove any Receiver whether or not appointing another in his place and the Participation Security Trustee may also appoint another receiver if the Receiver resigns.

#### **14.4 Exclusion of part of Trust Property**

The exclusion of any part of the Trust Property from the appointment of any Receiver shall not preclude the Participation Security Trustee from subsequently extending his appointment (or that of the Receiver replacing him) to that part.

#### **14.5 Statutory Powers of Appointment**

The power of appointing a Receiver shall be in addition to all statutory and other powers of appointment of the Participation Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Participation Security Trustee in respect of any of the Trust Property.

### **15. Provisions Relating To Receiver**

#### **15.1 Receiver Agent of The Chargor**

Any Receiver shall, so far as the law permits, be the agent of the Chargor and (subject to applicable law) the Chargor shall be solely responsible for any Receiver's acts and defaults and liable on any contracts or engagements made or entered into by any Receiver; and in no circumstances shall the Participation Security Trustee or the Secured Parties be in any way responsible for any breach of duty by any Receiver.

#### **15.2 Remuneration of Receiver**

The remuneration of any Receiver may be fixed by the Participation Security Trustee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise) but such remuneration shall be payable by the Chargor alone and the amount of such remuneration shall form part of the Secured Amounts, shall be secured on the Trust Property under the Participation Security and deducted from the Trust Proceeds prior to application of the Trust Proceeds in accordance with Clause 12(A).

#### **15.3 Receiver and Participation Security Trustee's Directions**

Each Receiver shall in the exercise of his powers, authorities and discretions conform to the regulations and directions from time to time made and given by the Participation Security Trustee.

#### **15.4 Security from Receiver**

The Participation Security Trustee may from time to time and at any time require any Receiver to give security for the due performance of his duties as Receiver and may fix the nature and amount of the Participation Security to be so given but the Participation Security Trustee shall not be bound in any case to require any such security.

#### **15.5 Monies Payable to Participation Security Trustee**

Except as otherwise directed by the Participation Security Trustee or as otherwise required by law, all monies from time to time received by any Receiver shall be paid over to the Participation Security Trustee to be applied by it in accordance with Clause 12(A).

#### **15.6 Payments by Participation Security Trustee to Receiver**

The Participation Security Trustee may pay over to any Receiver any monies constituting part of the Trust Property so that such monies may be applied for the purposes of this Deed by such Receiver and the Participation Security Trustee may from time to time determine what funds any Receiver shall be at liberty to keep in hand with a view to the performance of his duties as Receiver.

#### **15.7 Sections 109(6) and (8) of LPA**

Sections 109(6) and (8) of the LPA (relating to the application of monies received by a receiver) shall not apply in relation to any Receiver.

#### **15.8 LPA Restrictions Inapplicable**

None of the restrictions imposed by the LPA in relation to appointment of receivers or as to the giving of notice or otherwise shall apply to this Deed.

#### **16. Powers of a Receiver**

##### **16.1 Powers of a Receiver**

Every Receiver shall (subject to any restrictions in the instrument appointing him) have and be entitled to exercise in relation to the Trust Property in respect of which he is appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- (A) all the powers conferred by the LPA on mortgagees and on mortgagees in possession and on receivers;
- (B) all powers of an administrative receiver set out in the Insolvency Act (whether or not the Receiver is an administrative receiver);
- (C) all powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (D) power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to:
  - (1) any of the functions, powers, authorities or discretions conferred on or vested in him;
  - (2) the exercise of any or all of his rights under this Deed; or
  - (3) the collection or getting in of the Trust Property.

## 16.2 Receiver and Trust Documents

No Receiver shall have any power to take any action in relation to the Trust Property which the Participation Security Trustee is prohibited from taking by the terms of any Trust Document.

## PART 8 : PROTECTIVE PROVISIONS

### 17. Protection of Third Parties

#### 17.1 Protection of third parties

No purchaser from, or other person dealing with, the Participation Security Trustee and/or any Receiver shall be concerned to enquire:

- (A) whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable; or
- (B) whether the Secured Amounts remain outstanding; or
- (C) whether any event has occurred to authorise the Participation Security Trustee and/or any Receiver to act; or
- (D) as to the propriety or validity of the exercise or purported exercise of any such powers,

and the title of such a purchaser and the position of such other person shall not be impeachable by reference to any of those matters.

#### 17.2 Receipt absolute discharge

The receipt of the Participation Security Trustee or the Receiver shall be an absolute and conclusive discharge to a purchaser or other such person as is referred to in Clause 17.1 (*Protection of third parties*) and shall relieve such purchaser or other person of any obligation to see to the application of any monies paid to or by the direction of the Participation Security Trustee or the Receiver.

#### 17.3 Purchaser Defined

In Clause 17.1 (*Protection of third parties*) and Clause 17.2 (*Receipt absolute discharge*) "purchaser" includes any person acquiring in good faith, for money or money's worth, the benefit of any Encumbrance over, or any other interest or right whatsoever in relation to, the Trust Property.

### 18. Protection of Participation Security Trustee and Receiver

#### 18.1 Protection of Participation Security Trustee and Receiver

The Participation Security Trustee shall not nor shall any Receiver, attorney or agent of the Participation Security Trustee by reason of taking possession of the Trust Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever:

- (A) be liable to account to the Chargor or any other person whatsoever for anything except actual receipts in respect of the Trust Property; or

- (B) be liable to the Chargor or any other person whatsoever for any loss or damage arising from realisation of the Trust Property or any part thereof or from any act, default or omission in relation to the Participation Security or any part thereof or from any exercise or non-exercise by it of any power, authority or discretion conferred upon it in relation to the Participation Security or any part thereof or otherwise,

unless such loss or damage shall be caused by its own negligence, wilful default or fraud.

#### 18.2 **Entry into possession**

Without prejudice to the generality of Clause 18.1 (*Protection of Participation Security Trustee and Receiver*), entry into possession of the Trust Property or any part thereof shall not render the Participation Security Trustee or the Receiver liable to account as mortgagee in possession or liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

#### 18.3 **Going out of possession**

If and whenever the Participation Security Trustee or the Receiver enters into possession of the Trust Property, it shall be entitled at any time at its discretion to go out of such possession.

### **PART 9 : MISCELLANEOUS**

#### 19. **Other Security**

The Participation Security is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by, any other Encumbrance, right or recourse or other right whatsoever which the Participation Security Trustee may now or at any time after the date of this Deed hold or have (or would apart from the provisions of this Deed hold or have) as regards the Chargor or any other person in respect of the Secured Amounts.

#### 20. **Application to Court**

The Participation Security Trustee may at any time apply to any court of competent jurisdiction for an order that the terms of this Deed or any document entered into pursuant hereto be carried into execution under the direction of the court and for the appointment of a Receiver of the Trust Property and for any other order in relation to the administration of the terms of this Deed or any document entered into pursuant hereto as the Participation Security Trustee shall deem fit and the Participation Security Trustee may assent to or approve any application made to the Court by the Secured Parties and shall be indemnified by the Chargor against all costs, charges and expenses incurred by it in relation to any such application or proceedings.

#### 21. **Power of Attorney**

##### 21.1 **Appointment of Attorneys and Purposes of Appointment**

- (A) The Chargor appoints the Participation Security Trustee and any Receiver jointly and severally to be its attorneys (each, an "Attorney" and together, the "Attorneys") for the following purposes in the Chargor's name, on its behalf and as its act and deed:

- (1) to exercise the Chargor's rights, powers and discretions in respect of the Secured Documents, the Financed Vehicles and the Receivables;
  - (2) to demand, sue for and receive all monies due or payable under or in respect of the Secured Documents, the Financed Vehicles and the Receivables;
  - (3) upon payment of such monies or any part thereof to give good receipt and discharge for the same and to execute such receipts, releases, surrenders, instruments and deeds as may be requisite or advisable; and
  - (4) to execute, deliver and perfect all documents and do all things that the Attorneys may consider to be necessary for (a) carrying out any obligations imposed on the Chargor under this Deed or (b) exercising any of the rights conferred on the Attorneys by this Deed or by law (including, after the Participation Security constituted by this Deed has become enforceable, the exercise of any right of a legal or a beneficial owner of the Trust Property).
- (B) The Participation Security Trustee shall only exercise its rights pursuant to Clause 21.1(A) following the occurrence of an Enforcement Event.

## 21.2 Substitution

Each of the Attorneys may appoint one or more persons to act as substitute or substitutes in its place for all or any of the purposes referred to in Clause 21.1 (*Appointment of Attorneys and Purposes of Appointment*) and may revoke any such appointment at any time.

## 21.3 Delegation

Each of the Attorneys may delegate to one or more person all or any of the powers referred to in Clause 21.1 (*Appointment of Attorneys and Purposes of Appointment*) on such terms as it thinks fit and may revoke any such delegation at any time.

## 21.4 Ratification

The Chargor undertakes to ratify whatever act, matter or deed the Attorneys or either of them may lawfully do or cause to be done under the authority or purported authority of this Clause 21 (*Power of Attorney*) to the extent that such act, matter or deed is within the power of the Chargor.

## 21.5 Security

The power of attorney contained in this Clause 21 (*Power of Attorney*) is given by way of security to secure the proprietary interests of, and the performance of the obligations of the Chargor to, the Attorneys under this Deed.

## 21.6 Revocation

The power of attorney contained in this Clause 21 (*Power of Attorney*) is irrevocable and accordingly, for so long as the obligations referred to in Clause 21.5 (*Security*) remain undischarged, the power of attorney contained in this Clause 21 (*Power of Attorney*) shall not be revoked:

- (A) by the Chargor without the consent of each of the Attorneys; or

(B) at any time when an Enforcement Event is continuing.

**22. Execution**

The Parties have executed this Deed as a deed and intend to deliver and do deliver, this Deed on the date stated at the beginning of this Deed.

**23. Effect**

This Deed shall take effect as a deed.

**24. Third Party Rights**

Except in respect of the Participant, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

**PART 10 : GOVERNING LAW AND JURISDICTION**

**25. Governing Law and Jurisdiction**

**25.1 Governing Law**

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

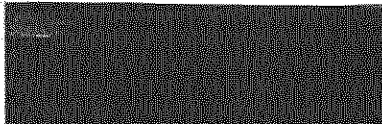
**25.2 Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to any non-contractual obligation arising out of or in connection with this Deed).

EXECUTION PAGE

The Participation Security Trustee

EXECUTED as a DEED  
by LOMBARD NORTH CENTRAL PLC

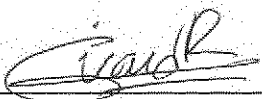
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)  


Signature of Authorised Signatory:

Name of Authorised Signatory: FRANCIS SERGEJEV

in the presence of:

Signature of witness:

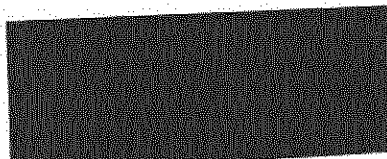


Name of witness: ROMAIN GIRARD  
Simmons & Simmons LLP

Address: CityPoint  
One Ropemaker Street  
LONDON EC2Y 9SS

The Chargor

EXECUTED as a DEED  
by LOMBARD NORTH CENTRAL PLC

)  
)  


Signature of Authorised Signatory:

Name of Authorised Signatory: FRANCIS SERGEJEV

in the presence of:

Signature of witness:



Name of witness: ROMAIN GIRARD

Address: Simmons & Simmons LLP  
CityPoint  
One Ropemaker Street  
LONDON EC2Y 9SS