



Registration of a Charge

Company Name: **INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP LIMITED**

Company Number: **05611434**



Received for filing in Electronic Format on the: **01/05/2024**

XD2843F7

Details of Charge

Date of creation: **29/04/2024**

Charge code: **0561 1434 0021**

Persons entitled: **BLUE TORCH FINANCE LLC AS COLLATERAL AGENT**

Brief description: **NIL**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **JESSICA VINER OF WEIL, GOTSHAL & MANGES (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5611434

Charge code: 0561 1434 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2024 and created by INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2024 .

Given at Companies House, Cardiff on 3rd May 2024

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



Companies House



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

Weil, Gotshal & Manges (London) LLP
110 Fetter Lane
London EC4A 1AY
+44 20 7903 1000 main tel
+44 20 7903 0990 main fax
weil.com

Weil

EXECUTION VERSION

Dated 29 April 2024

DEBENTURE

between

INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP LIMITED
as Chargor

and

BLUE TORCH FINANCE LLC
as Collateral Agent

TABLE OF CONTENTS

		Page No.
1	INTERPRETATION.....	1
2	PAYMENT OF THE SECURED OBLIGATIONS.....	6
3	SECURITY	6
4	FLOATING CHARGE	7
5	CRYSTALLISATION OF FLOATING CHARGE.....	7
6	PERFECTION OF SECURITY AND FURTHER ASSURANCE.....	8
7	NEGATIVE PLEDGE AND DISPOSALS	8
8	OTHER COVENANTS OF GENERAL APPLICATION.....	9
9	ENFORCEMENT – GENERAL PROVISIONS	10
10	RIGHT OF APPROPRIATION	11
11	APPOINTMENT OF RECEIVER.....	11
12	APPOINTMENT OF ADMINISTRATOR.....	13
13	APPLICATION OF PROCEEDS	14
14	PROTECTION OF COLLATERAL AGENT AND RECEVIER	15
15	GENERAL SECURITY PROVISIONS	15
16	POWER OF ATTORNEY	17
17	RETENTION OF SECURITY.....	18
18	PRIOR LIENS.....	18
19	RULING OFF	19
20	TAXES.....	19
21	INDEMNITY	19
22	COSTS AND EXPENSES	20
23	CURRENCY	20
24	SET-OFF.....	20
25	NOTICES.....	20
26	TRANSFERS	21
27	CONDUCT OF BUSINESS.....	21
28	AMENDMENTS AND WAIVERS.....	21
29	REMEDIES AND WAIVERS	21
30	PARTIAL INVALIDITY.....	21
31	DAY COUNT CONVENTION	22
32	COUNTERPARTS	22
33	GOVERNING LAW.....	22
34	ENFORCEMENT	22

SCHEDULE 1 NOTICE OF ASSIGNMENT OF INSURANCE	1
SCHEDULE 2 FORM OF ENDORSEMENT.....	1
SCHEDULE 3 INSURANCE.....	1

THIS DEBENTURE is made on 29 April 2024 between the following parties

- (1) **INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP LIMITED**, a company incorporated in England and Wales (registered number 05611434) whose registered office is at Building 2, Elmdon Trading Estate, Bickenhill Lane, Solihull, West Midlands, B37 7HE (the “**Chargor**”); and
- (2) **BLUE TORCH FINANCE LLC** as collateral agent for the Secured Parties (as defined in the Credit Agreement defined below) (the “**Collateral Agent**”).

WHEREAS

- (A) The Chargor enters into this Debenture in connection with the Credit Agreement (as defined below).
- (B) This document is executed as a deed notwithstanding that the Collateral Agent may execute it under hand.

IT IS AGREED as follows

1 INTERPRETATION

1.1 Definitions

In addition, in this Debenture:

“**2018 Debenture**” means the debenture dated 25 June 2018 between the Chargor and Cortland Capital Market Services LLC as collateral agent.

“**2019 Debenture**” means the debenture dated 28 June 2019 between the Chargor and Wells Fargo Bank, N.A. as administrative agent.

“**2020 Debenture**” means the debenture dated 5 October 2020 between the Chargor and Cortland Capital Market Services LLC as collateral agent.

“**2022 Debenture**” means the debenture dated 18 January 2022 between the Chargor and the Collateral Agent.

“**2023 Debenture**” means the debenture dated 25 September 2023 between the Chargor and the Collateral Agent.

“**Administrator**” means any administrator appointed under this Debenture to manage the affairs, business and assets of the Chargor.

“**Collateral Rights**” means all rights, power and remedies of the Collateral Agent pursuant to this Debenture or by law.

“**Credit Agreement**” means the New York law governed senior secured term loan agreement dated 22 September 2021 (as amended on 20 December 2021, 10 March 2022, 29 September 2022, 20 October 2022, 14 February 2023, 30 June 2023 and 29 February 2024, as the same may be further amended, restated, supplemented or otherwise modified from time to time) between, amongst others, International Automotive Components Group North America, LLC as Holdings and Borrower (each term as defined therein), the Lenders (as defined therein) and the Collateral Agent as administrative agent.

“**Discharge Date**” has the meaning given to it in Clause 15.1 (*Continuing security*).

“Enforcement Event” means an Event of Default specified in Section 9.01 of the Credit Agreement, which occurs and is continuing.

“Equipment” means in relation to the Chargor, all of its now owned and hereafter acquired machinery, equipment, furniture, furnishings and fixtures (excluding, for the avoidance of doubt, Inventory), as well as all of such types of property leased by it and all of its rights and interest with respect thereto under such leases together with all present and future additions and accessions thereto component and auxiliary parts and supplies used or to be used in connection therewith and all substitutes and replacements for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto, wherever any of the foregoing is located.

“European Intercreditor Agreement” means the New York law governed intercreditor agreement originally dated 23 April 2020 (as amended on 11 June 2020 and as further amended and restated on 22 September 2021) between, amongst others, Wells Fargo Bank, N.A. as First Lien Agent (as defined therein), Cortland Capital Market Services LLC and the Collateral as Junior Lien Agent (as defined therein) and the Chargor.

“Existing Debentures” means collectively, the 2018 Debenture, the 2019 Debenture, the 2020 Debenture, the 2022 Debenture and the 2023 Debenture.

“First Lien Termination Date” has the meaning given to it in the European Intercreditor Agreement.

“IA” means the Insolvency Act 1986.

“Insolvency” of a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking of protection or relief of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

“Insurance” means any policy or contract of insurance in which the Chargor has any rights, being as at the date hereof the policies set out on Schedule 3 (*Insurance*) (excluding, for the avoidance of doubt, those policies specified in Schedule 3 (*Insurance*) as providing third party coverage), but including, for the avoidance of doubt, any renewal of or replacement for any such policy or contract of insurance and in relation to the Chargor **“its Insurances”** means all Insurances in which it has any rights (including as loss payee or additional insured), in each case as relates to the Secured Assets.

“Insurance Proceeds” means any monies which may from time to time be payable to or received by the Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance relating to the Secured Assets and the proceeds of all claims made by the Chargor under any such Insurance.

“Intercreditor Agreements” means collectively, the European Intercreditor Agreement and the US Sponsor Subordination Agreement.

“Inventory” means in relation to the Chargor, all of its now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them.

“Lien” has the meaning given to it in the Credit Agreement.

“**Loan Document**” has the meaning given to it in the Credit Agreement.

“**Losses**” means losses (including loss of profit), claims, demands, actions, proceedings, damages and other payments, costs, expenses and other liabilities of any kind.

“**LPA**” means the Law of Property Act 1925.

“**LPMPA 1994**” means Law of Property (Miscellaneous Provisions) Act 1994.

“**Notice of Assignment**” means a notice of assignment substantially in the form set out in Schedule 1 (*Notice of Assignment of Insurance*), or in such other form as may be specified by the Collateral Agent.

“**Party**” means a party to this Debenture.

“**Receiver**” means any receiver, receiver and manager or, where permitted by Law, administrative receiver appointed under this Debenture by the Collateral Agent over all or any of the Secured Assets whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

“**Secured Assets**” means the Chargor’s Equipment, Inventory and the other assets from time to time the subject of this Security, and “**Secured Asset**” means any of them and any reference to one or more of the Secured Assets includes all or any part of it or each of them.

“**Secured Obligations**” has the meaning given to the term “Obligations” in the Credit Agreement.

“**Secured Parties**” means each Secured Party (as defined in the Credit Agreement) from time to time and any Receiver or Delegate.

“**US Sponsor Subordination Agreement**” means the intercreditor, subordination and collateral agency agreement dated 22 September 2021 between, amongst others, International Automotive Components Group North America, LLC as Holdings (as defined therein), International Automotive Components Group North America, Inc. as Borrower (as defined therein), Cortland Capital Market Services LLC as Subordinated Agent (as defined therein) and the Collateral as Senior Agent (as defined therein).

1.2 Construction

- (a) Terms defined in the Credit Agreement but not in this Debenture shall have the same meanings in this Debenture as in the Credit Agreement with references to “**Agreement**” being treated as references to this Debenture. In the case of any inconsistency between such terms and the terms defined in Clause 1.1 (*Definitions*) of this Debenture, the terms as defined in Clause 1.1 (*Definitions*) shall prevail for all purposes of this Debenture.
- (b) Section 1.05 (Interpretation) of the Credit Agreement shall apply to this Debenture as if set out in full again here with such changes as are appropriate to fit this context.
- (c) In addition, in this Debenture, any reference to:
 - (i) an “**agreement**” includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
 - (ii) an “**amendment**” includes any amendment, supplement, variation, novation, modification, replacement or restatement and “**amend**”, “**amending**” and “**amended**” shall be construed accordingly;

- (iii) “**assets**” includes present and future properties, revenues, rights and other assets of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category);
- (iv) this Debenture includes the Recitals and Schedules which form part of this Debenture for all purposes;
- (v) a “**disposal**” includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (vi) the Credit Agreement, any other Loan Document or other document is to the Credit Agreement, other Loan Document or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement notes or facilities or an increase in any other amount or rate);
- (vii) the masculine, feminine or neuter gender respectively includes the other genders and the singular includes the plural (and vice versa);
- (viii) all Liens made with “**full title guarantee**” is made with full title guarantee in accordance with the LPMPA 1994;
- (ix) “**including**” means “**including without limitation**” (with related words being construed accordingly), “**in particular**” means “**in particular but without limitation**” and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (x) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (xi) a “**person**” includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them and any reference to a Party or other particular person includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests;
- (xii) a provision of law is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time;
- (xiii) a “**right**” includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category); and
- (xiv) “**this Security**” means the Liens (as defined in the Credit Agreement) constituted by or pursuant to this Debenture.

(d) The index and Clause and Schedule headings are for ease of reference only.

1.3 Third party rights

- (a) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of any Loan Document, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.

1.4 Miscellaneous

- (a) The terms of the other Loan Documents, documents under which the Secured Obligations arise and of any side letters between any Parties in relation to any Loan Document (as the case may be) are incorporated in this Debenture to the extent required to ensure that any purported disposition of any Real Property contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (b) Notwithstanding any other provision of this Debenture, the obtaining of a moratorium under Part A1 of the IA, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge (other than a floating charge referred to in subsection (4) of section A52 of Part A1 of the IA) created by this Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by any Chargor or a ground for the appointment of a Receiver.

1.5 Trust

- (a) All Liens and dispositions made or created, and all obligations and undertakings contained in this Debenture to, in favour of or for the benefit of the Collateral Agent are given in favour of the Collateral Agent as trustee for the Secured Parties from time to time on the terms set out in the Credit Agreement.
- (b) The Collateral Agent holds the benefit of this Debenture on trust for the Secured Parties.

1.6 Designation

This Debenture is a Loan Document for the purposes of the Credit Agreement

1.7 Credit Agreement and other Loan Documents

The Parties acknowledge that the Chargor is fully aware of the terms and conditions of the Credit Agreement and the other Loan Documents. Without prejudice to the other provisions of the Credit Agreement and the other Loan Documents, the parties acknowledge and confirm that the Collateral Agent shall not be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or to take or omit to take any action hereunder or take any action at the request or direction of Holders if the Collateral Agent shall not have received indemnity satisfactory to it against potential costs and liabilities incurred by it relating thereto.

1.8 Intercreditor Agreements

This Debenture shall be subject in all respects to the Intercreditor Agreements. Notwithstanding anything to the contrary in this Debenture or in any Loan Document, to the extent, if any, that there shall be a conflict between the terms of this Debenture and the Intercreditor Agreements, the terms of the Intercreditor Agreements shall prevail. In the event of any conflict between this Debenture and the Credit Agreement, the terms of the Credit Agreement shall prevail, except that in the event of any conflict between the Credit Agreement and the Intercreditor Agreements, the terms of the Intercreditor Agreements shall prevail.

1.9 Existing Debentures

- (a) Where the Liens constituted by the Existing Debentures remain in force, the Collateral Agent shall not be entitled to exercise any rights or remedies under clause 15.7(a) (*Subsequent Liens*) or 18.1 (*Redemption*) of the Existing Debentures solely as a result of the Existing Debentures or this Debenture remaining in force.
- (b) If the Chargor is in compliance with the terms of the Existing Debentures in respect of any obligation to deliver or deposit any deeds, documents of title, notices, acknowledgments, certificates, evidence of ownership or related documentation then to the extent that the terms of this Debenture are the same and apply in respect of the same assets, then the Chargor will be deemed to have complied with the respective terms of this Debenture.

2 PAYMENT OF THE SECURED OBLIGATIONS

2.1 Covenant to pay

The Chargor covenants with the Collateral Agent that it shall pay and discharge, or procure the payment or discharge of, each of the Secured Obligations of the Chargor at the time and in the manner provided in the relevant Loan Document.

2.2 Interest

If the Chargor fails to pay or procure the payment of any amount payable by it under Clause 2.1 (*Covenant to pay*) on its due date for payment, interest shall accrue on a daily basis on the overdue amount from the due date for payment up to the date of actual payment (both before and after judgment), at the rate and on the terms from time to time applicable under the relevant Loan Document (or, in the absence of an applicable rate and applicable terms, to be calculated and paid in accordance with the provisions of Section 2.09(c) (Default Interest) of the Credit Agreement). Any interest accruing under this Clause 2.2 shall be payable by the Chargor on demand by the Collateral Agent.

2.3 Additional Loans

This Debenture is made to secure any Loans (including any additional Loans) advanced by any Secured Party under the Credit Agreement.

3 SECURITY

3.1 Fixed charges

As continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Collateral Agent by way of fixed charge (which shall take effect as an equitable mortgage):

- (a) Equipment: all of its rights in any plant, machinery, vehicles, Equipment and other chattels (but excluding its stock in trade or work in progress);
- (b) Goodwill: any goodwill and uncalled capital from time to time and all of its rights to future calls in respect of capital;
- (c) Non-Vesting European Receivables: all Non-Vesting European Receivables (as defined in the 2019 Debenture) and their proceeds now or in the future owing to the Chargor; and
- (d) Other documents: all of its rights in any agreements, reports, books, records and other documents from time to time relating to all or any part of the Secured Assets, other than those assigned by Clause 3.2 (*Assignment*).

3.2 Assignment

As continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee assigns absolutely (subject to any prior assignment of the relevant Secured Assets pursuant to the Existing Debentures) to the Collateral Agent all of its rights in its Insurances and in any Insurance Proceeds.

4 FLOATING CHARGE

4.1 Creation

As continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee charges to the Collateral Agent by way of floating charge the whole of its present and future rights, undertaking and assets including, without limitation, any shares, stock or other securities held by it in any of its Subsidiaries from time to time (other than assets validly and effectively charged or assigned (whether at law or in equity) from time to time pursuant to Clauses 3.1 and 3.2 by way of fixed security).

4.2 Qualifying Floating Charge

The floating charge created by the Chargor pursuant to clause 4.1 (*Creation*) is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the IA.

5 CRYSTALLISATION OF FLOATING CHARGE

5.1 Crystallisation by notice

The Collateral Agent may at any time by notice in writing to the Chargor convert the floating charge created by the Chargor in Clause 4 (*Floating charge*) into a fixed charge with immediate effect as regards any Secured Asset specified in the notice if:

- (a) an Enforcement Event has occurred; or
- (b) the Collateral Agent reasonably considers that any Secured Asset may be in danger of being seized or sold pursuant to any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or
- (c) the Collateral Agent reasonably considers that it is necessary to protect the priority or enforceability of this Security created under this Debenture.

5.2 Automatic crystallisation

The floating charge created by the Chargor in Clause 4 (*Floating charge*) shall automatically (without notice to the Chargor) be converted into a fixed charge with immediate effect as regards all assets subject to the floating charge if:

- (a) save as permitted under the Credit Agreement, the Chargor creates a Lien over any Secured Asset or attempts to do so or any Secured Asset is disposed of contrary to Clause 7.2 (*No disposals*) or is otherwise in jeopardy;
- (b) any person levies or attempts to levy any distress, execution, attachment, sequestration or other process against any Secured Asset; or
- (c) a resolution is passed or an order is made for the winding up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed to the Chargor.

Nothing in this Clause 5 shall affect the crystallisation of the floating charge created by the Chargor under applicable law and regulation.

5.3 No Waiver

Any notice given by, or on behalf of the Collateral Agent under this Clause 5 in relation to an asset shall not be construed as a waiver or abandonment of the Collateral Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this Debenture or any other Loan Document.

6 PERFECTION OF SECURITY AND FURTHER ASSURANCE

6.1 Loss Payee

- (a)** The Chargor shall procure that the Collateral Agent is noted on the Insurance as second loss payee in respect of the Secured Assets. In respect the Insurance noted in Schedule 3 (*Insurance*) as comprising local policies or any renewal or replacement thereof, such notice shall be substantially in the form of the endorsement contained at Schedule 2 (*Form of Endorsement*).
- (b)** As soon as reasonably practicable following the Discharge Date, the Chargor shall use reasonable endeavours to procure that the Collateral Agent notifies the insurer under the Insurance in effect at that time that it has no further interest in the assets of the Chargor and has no further claims on any proceeds payable under the Insurance in effect at that time.

6.2 Notice of Assignment

The Chargor shall, upon an Enforcement Event, promptly deliver (with a copy to the Collateral Agent) a Notice of Assignment, duly completed, to any insurer liable on any Insurance of the Chargor specified by the Collateral Agent and procure that each addressee of any such Notice of Assignment acknowledges that Notice of Assignment in the form attached to it (or in such other form as the Collateral Agent may approve).

6.3 Further assurance

The Chargor shall at the request of the Collateral Agent and at its own expense promptly execute (in such form as the Collateral Agent may reasonably require) all such documents and otherwise do any acts and things which the Collateral Agent may require to preserve, perfect or protect the security created or evidenced (or intended to be created or evidenced) by this Debenture or the priority of it or to facilitate the realisation or enforcement of it or to exercise any of the rights of the Collateral Agent, any other Secured Party or any Receiver in relation to the same.

6.4 Non-Assignable Rights

The Chargor undertakes that to the extent that any right, title, interest or benefit in or in respect of any asset described in Clause 3.2 (*Assignment*) cannot be or is not effectively assigned pursuant to Clause 3.2 (*Assignment*) for whatever reason, it shall:

- (a)** promptly notify the Collateral Agent of the same and the reasons therefor;
- (b)** hold the benefit of the same on trust for the Collateral Agent as security for the payment, discharge and performance, when due, of the Secured Obligations; and
- (c)** take such steps as the Collateral Agent may require to remove such impediment to an assignment.

7 NEGATIVE PLEDGE AND DISPOSALS

7.1 Negative pledge

With the exception of the Security created pursuant to the Existing Debentures, the Chargor undertakes that it will not, at any time prior to the Discharge Date, create or permit to subsist any Lien over any Secured Asset other than as permitted pursuant to the Credit Agreement.

7.2 No disposals

The Chargor undertakes that it will not, at any time prior to the Discharge Date, sell, transfer, lease, lend out or otherwise dispose of (or agree to sell, transfer, lease, lend out or otherwise dispose of) any Secured Asset other than as permitted under the Credit Agreement.

8 OTHER COVENANTS OF GENERAL APPLICATION

8.1 Covenants, legal obligations and payments

The Chargor shall:

- (a)** observe, perform and otherwise comply with all covenants and other obligations and matters (whether or not contained in any agreement or other document) from time to time affecting any of the Secured Assets or their use or enjoyment, including those contained in any Secured Assets and any documents assigned under this Debenture and (if required by the Collateral Agent) produce evidence to satisfy the Collateral Agent that it is complying with this obligation; and
- (b)** pay (or procure the payment of) all rents, rates, charges, assessments, impositions and other outgoings of any kind which are from time to time payable in respect of any of the Secured Assets.

8.2 Enforcement of rights

The Chargor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Collateral Agent may from time to time require, in each case at the Chargor's cost.

8.3 Management of Secured Assets

The Chargor shall manage its Secured Assets in a proper and efficient manner and in particular shall, except as otherwise permitted under the Credit Agreement:

- (a)** keep its Secured Assets in good and substantial repair and working order;
- (b)** permit or allow any alterations or additions of a material nature to any of its Secured Assets; and
- (c)** not do, permit or allow to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the security held by the Collateral Agent or the value of any of that Chargor's Secured Assets and shall immediately inform the Collateral Agent and the Trustee in writing of anything which occurs which might have that effect.

8.4 Default in relation to insurance

Subject to the provisions of the Existing Debentures, if the Chargor fails to comply with any of its obligations as to insurances, the Collateral Agent may (at the Chargor's expense in accordance with the provisions of the Credit Agreement), but shall not be required to, take out, renew or maintain the relevant insurances on the terms, in the name(s) and in the amount(s) which it considers appropriate.

8.5 Application of insurance proceeds

Clause 13.2 (*Insurance proceeds*) provides for the application of any insurance proceeds.

8.6 Covenants for title

The obligations of the Chargor under this Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the LPMPA 1994.

9 ENFORCEMENT – GENERAL PROVISIONS

9.1 Enforcement

Subject to the terms of the Intercreditor Agreements, on or at any time after the occurrence of an Enforcement Event:

- (a) the Secured Parties shall cease to be under any further commitment to the Borrower (as defined in the Credit Agreement) and the Collateral Agent may at any time (notwithstanding any conflicting agreement or arrangement but subject to the Intercreditor Agreements) by notice to the Chargor render the Secured Obligations (or such of them as the Collateral Agent may specify) immediately due and payable or payable immediately on demand;
- (b) the Chargor shall on demand provide cash cover for all of its contingent Secured Obligations to the Collateral Agent and for all notes or bills accepted, endorsed or discounted and all guarantees or other Loan Documents entered into by any Secured Party for or at the request of the Chargor; and
- (c) this Security shall become immediately enforceable and the Collateral Agent may enforce all or any of its rights under this Debenture as it thinks fit. In particular, it may without further notice exercise in relation to the Secured Assets:
 - (i) the power of sale and all other powers conferred on mortgagees by LPA (or otherwise by law) or on an administrative receiver by the IA, in either case as extended or otherwise amended by this Debenture;
 - (ii) to the extent that Clause 10 (*Right of appropriation*) applies, the power to appropriate the Secured Assets in or towards the payment and discharge of the Secured Obligations in accordance with Clause 10.2 (*Exercise of right of appropriation*); and (iii) (without first appointing a Receiver) any or all of the rights which are conferred by this Debenture (whether expressly or by implication) on a Receiver.

9.2 LPA provisions

- (a) The Secured Obligations shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Debenture.
- (b) s93(1) LPA (restriction on the consolidation of mortgages), s103 LPA (restricting the power of sale) and s109 LPA (restricting the power to appoint a receiver) shall not apply to this Debenture.

9.3 Protection of third parties

- (a) No purchaser, mortgagee or other person dealing with a Receiver or the Collateral Agent shall be bound to enquire whether its right to exercise any of its rights has arisen or become exercisable, or be concerned as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with that Receiver or the Collateral Agent.

- (b) All of the protection to purchasers contained in ss104 and 107 LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Receiver or the Collateral Agent as if the Secured Obligations had become due and the statutory powers of sale and of appointing a Receiver in relation to the Secured Assets had arisen on the date of this Debenture.

9.4 Delegation

- (a) The Collateral Agent may delegate to any person or persons all or any of the rights which are exercisable by it under this Debenture. A delegation under this Clause may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Collateral Agent may think fit.
- (b) A delegation under Clause 9.4(a) shall not preclude the subsequent exercise of those rights by the Collateral Agent itself nor preclude the Collateral Agent from making a subsequent delegation of them to another person or from revoking that delegation.
- (c) The Collateral Agent shall not be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

10 RIGHT OF APPROPRIATION

10.1 Application of right of appropriation

This Clause 10 applies to the extent the Secured Assets constitute “**financial collateral**” and this Debenture constitutes a “**financial collateral arrangement**” (within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003).

10.2 Exercise of right of appropriation

If and to the extent that this Clause 10 applies, the Collateral Agent may appropriate all or any part of the Secured Assets. If the Collateral Agent exercises its right of appropriation then it shall for these purposes value any relevant Secured Asset by reference to an independent valuation or other procedure determined by the Collateral Agent, acting reasonably, at the time of the appropriation, in each case at the expense of the Chargor in accordance with the terms of the Credit Agreement.

11 APPOINTMENT OF RECEIVER

11.1 Appointment of Receiver

Without prejudice to any statutory or other powers of appointment of the Collateral Agent under the LPA as extended by this Debenture or otherwise, at any time after this Debenture has become enforceable or if the Chargor so requests in writing at any time the Collateral Agent may do any of the following:

- (a) appoint by deed or otherwise (acting through a duly authorised officer) any one or more persons qualified to act as a Receiver to be a Receiver of all or any part of the Secured Assets;
- (b) either at the time of appointment or any time after that appointment fix his or their remuneration (without being limited by the maximum rate specified in s109(6) LPA); and
- (c) (except as otherwise required by statute) remove any Receiver and appoint another or others in his or her place.

11.2 Powers of Receiver

Every Receiver shall have in relation to the Secured Assets (every reference in this Clause 11.2 to “**Secured Assets**” being a reference only to all or any part of the Secured Assets in respect of which that Receiver was appointed) the powers granted by the LPA to any receiver appointed under it or to any mortgagor or mortgagee in possession and (whether or not the Receiver is an administrative receiver) the powers granted by the IA to any administrative receiver, all as varied and extended by this Debenture. In addition, but without limiting the preceding sentence, every Receiver shall have power to do the following:

- (a) Collection: enter on, take possession of, collect and get in the Secured Assets and collect and get in all rents and other income whether accrued before or after the date of his or her appointment and for those purposes make any demands and take any actions or other proceedings which may seem to him or her expedient;
- (b) Compliance with Debenture: comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by the Chargor under this Debenture;
- (c) Management of business: carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part of it in such manner as the Receiver shall in his or her discretion think fit;
- (d) Dealing with Secured Assets: sell or otherwise dispose of the Secured Assets, grant leases, easements, rights or options over or in respect of them and surrender, accept the surrender or vary any lease, agreement or arrangement relating to them. This power may be exercised without the need to comply with ss99 and 100 LPA. Any disposal or other dealing under this Clause 11.2 (d) may be effected in the manner and on any terms which the Receiver thinks fit, for consideration consisting of cash, debentures or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over such period as the Receiver may think fit;
- (e) Severance of assets: sever from the premises to which they are annexed and sell separately (in accordance with Clause 11.2 (d)) any plant, machinery or fixtures;
- (f) Upkeep of Secured Assets: repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Secured Assets as the Receiver shall think fit and effect, maintain, renew or increase indemnity insurance and other insurances and obtain bonds;
- (g) Dealing with third parties: appoint or dismiss officers, employees, contractors or other agents and employ professional advisers and others on such terms (as to remuneration and otherwise) as the Receiver may think fit;
- (h) Agreements: perform, repudiate, terminate, amend or enter into any arrangement or compromise any contracts or agreements which the Receiver may consider expedient;
- (i) Proceedings: settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes which may arise in connection with the business of the Chargor or the Secured Assets and bring, prosecute, defend, enforce, compromise, submit to and discontinue any actions, suits, arbitrations or other proceedings;
- (j) Uncalled capital: make calls on the shareholders of the Chargor in respect of any of its uncalled capital;
- (k) Rights in connection with Secured Assets: exercise or permit the Chargor or any nominee of the Chargor to exercise any rights incidental to the ownership of the Secured Assets in such manner as the Receiver may think fit;

- (l) Subsidiaries: form a subsidiary or subsidiaries of the Chargor and transfer, lease or license to it or them or any other person the Secured Assets on such terms as the Receiver may think fit;
- (m) Assets and rights: purchase, lease, hire or otherwise acquire any assets or rights of any description which the Receiver shall consider necessary or desirable for the carrying on, improvement or realisation of the Secured Assets or the business of the Chargor or otherwise for the benefit of the Secured Assets;
- (n) Raising money: in the exercise of any of the rights conferred on the Receiver by this Debenture or for any other purpose to raise and borrow money either unsecured or secured and either in priority to, pari passu with or subsequent to this Security and generally on such terms as he or she may think fit;
- (o) Receipts and discharges: give valid receipts for all monies and execute all discharges, assurances and other documents which may be proper or desirable for realising the Secured Assets and redeem, discharge or compromise any Lien whether or not having priority to this Security or any part of it;
- (p) All other acts: execute and do all such other acts, things and documents as the Receiver may consider necessary or desirable for the realisation or preservation of the Secured Assets or incidental or conducive to any of the rights conferred on or vested in him or her under or by virtue of this Debenture or otherwise and exercise and do in relation to the Secured Assets, and at the cost of the Chargor, all the rights and things which he or she would be capable of exercising or doing if he or she were the absolute beneficial owner of the same; and
- (q) Name of Chargor: use the name of the Chargor or his or her own name to exercise all or any of the rights conferred by this Debenture.

11.3 Agent of the Chargor

Any Receiver appointed under this Debenture whether acting solely or jointly shall be deemed to be the agent of the Chargor and to be in the same position as a receiver appointed under the LPA and the Chargor shall be solely responsible for his or her acts, omissions, defaults, losses and misconduct and for his or her remuneration and the Collateral Agent shall not be in any way liable or responsible either to the Chargor or to any other person for any Receiver.

11.4 Joint appointment

If at any time two or more persons have been appointed as Receivers of the same Secured Assets, each one of those Receivers shall be entitled to exercise individually all of the rights conferred on Receivers under this Debenture to the exclusion of the other or others in relation to any of the Secured Assets in respect of which he or she has been appointed unless the Collateral Agent shall state otherwise in the document appointing him or her.

12 APPOINTMENT OF ADMINISTRATOR

12.1 Appointment of Administrator

- (a) The Collateral Agent may without notice appoint any one or more persons to be an administrator of the Chargor pursuant to Schedule B1, Paragraph 14 IA at any time after this Debenture has become enforceable.
- (b) Clause 12.1 (a) shall not apply to the Chargor if Schedule B1, Paragraph 14 IA does not permit an administrator of the Chargor to be appointed.

- (c) Any appointment under Clause 12.1 (a) shall be in writing signed by a duly authorised officer of the Collateral Agent.

12.2 Replacement of an Administrator

The Collateral Agent may (subject to any necessary approval from the court) end the appointment of any Administrator by notice in writing signed by a duly authorised officer and appoint under Clause 12.1 (*Appointment of Administrator*) a replacement for any Administrator whose appointment ends for any reason.

13 APPLICATION OF PROCEEDS

13.1 Order of priority

Subject to the terms of the Intercreditor Agreements, any monies received by the Collateral Agent or any Receiver under this Debenture or under the rights conferred by this Debenture shall, after the occurrence of an Enforcement Event and payment of any claims having priority to this Security, be applied in the following order, but without prejudice to the right of the Collateral Agent to recover any shortfall from the Chargor:

- (a) where applicable, in payment of all Losses of and incidental to the appointment of the Receiver and the exercise of all or any of his or her powers;
- (b) where applicable, in payment of the Receiver's remuneration at such rate as may be agreed with the Collateral Agent;
- (c) in payment of the Secured Obligations in accordance with the Loan Documents; and
- (d) if the Chargor is not under any further actual or contingent liability under the Credit Agreement, in payment of the surplus (if any) to the person or persons entitled to it.

The application of monies received by an Administrator will be governed by the Intercreditor Agreements

13.2 Insurance proceeds

Subject to the terms of the Intercreditor Agreements:

- (a) all monies received by the Chargor by virtue of any Insurance on the Secured Assets, whether or not effected under this Debenture:
 - (i) shall be deemed part of the Secured Assets; and
 - (ii) shall, save with the prior written consent of the Collateral Agent, be paid to the Collateral Agent. This shall apply whether the event pursuant to which those monies became payable occurred before, on or after the date of this Debenture;
- (b) any monies so paid to the Collateral Agent or otherwise received by the Collateral Agent by virtue of any Insurance on the Secured Assets shall:
 - (i) prior to the occurrence of an Enforcement Event, be released by the Collateral Agent to the Chargor provided that such monies will be applied by the Chargor, and the Chargor undertakes to the Collateral Agent to apply such monies in or towards making good the loss or damage in respect of which they became payable or to purchase replacement assets comparable as to type, value and quality as those Secured Assets in respect of which such monies became payable; and

- (ii) following the occurrence of an Enforcement Event, be applied at the discretion of the Collateral Agent either in reduction of the Secured Obligations or in or towards making good the loss or damage in respect of which they became payable or to purchase replacement assets comparable as to type, value and quality as those Secured Assets in respect of which such monies became payable. The Chargor waives any right it may have to require that those monies be applied in or towards making good the loss or damage in respect of which they became payable or to purchase replacement assets comparable as to type, value and quality as those Secured Assets in respect of which such monies became payable; and
- (c) any monies received by the Chargor by virtue of any Insurance on the Secured Assets shall be held on trust for the Collateral Agent until those monies are paid to the Collateral Agent in accordance with this Clause 13.2.

14 PROTECTION OF COLLATERAL AGENT AND RECEVIER

14.1 No liability

None of the Collateral Agent, any Receiver or any Administrator shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Secured Assets for any loss on realisation or for any other action, default or omission for which it, he or she might be liable, except in the case of gross negligence or wilful misconduct.

14.2 Collateral Agent

The provisions set out in Section 10.01 (Appointment and Duties) of the Credit Agreement shall govern the rights, duties and obligations of the Collateral Agent under this Debenture.

14.3 Cumulative Powers

The powers which this Debenture confers on the Collateral Agent, the other Secured Parties and any Receiver appointed under this Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Collateral Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Collateral Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

14.4 Primary liability of Chargor

The Chargor shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Secured Assets shall be deemed to be a principal security for the Secured Obligations. The liability of the Chargor under this Debenture and the charges contained in this Debenture shall not be impaired by any forbearance, neglect, indulgence, abandonment, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Collateral Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the Chargor (as a surety only) or the charges contained in this Debenture (as secondary or collateral charges only) would, but for this provision, have been discharged.

15 GENERAL SECURITY PROVISIONS

15.1 Continuing security

This Debenture is a continuing security and regardless of any intermediate payment or discharge in whole or in part to any Secured Party, shall be binding until the date (the “**Discharge Date**”) on

which the Collateral Agent has received confirmation in accordance with the terms of the Loan Documents that:

- (a) all of the Secured Obligations have been unconditionally and irrevocably paid or discharged in full; and
- (b) all of the Secured Parties have ceased to have any commitment, obligation or other liability (whether actual or contingent) to make any credit or provide any other accommodation to the Chargor under any Loan Document or otherwise or to any other person in respect of whose liabilities the Chargor has undertaken a liability to the Collateral Agent or any other Secured Party under any Loan Document.

15.2 Additional security

This Debenture is in addition to and is not in any way prejudiced by any other guarantee or Lien now or subsequently held by or on behalf of the Collateral Agent or any other Secured Party.

15.3 No Prejudice

The security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice that security or any Collateral Right.

15.4 Waiver of defences

The obligations of the Chargor under this Debenture will not be discharged, impaired or otherwise affected by any act, omission, matter or thing which, but for this Clause 15.4, would reduce, release or prejudice any of its obligations under this Debenture, including (whether or not known to it or the Collateral Agent):

- (a) any time, waiver, consent or other indulgence granted to, or composition with, any Chargor or any other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Lien over the assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any Loan Document or any failure to take, or failure to realise the full value of, any Lien;
- (d) any incapacity or lack of power, authority or legal personality of or Insolvency or change in the members or status of the Chargor or any other person;
- (e) any disclaimer, unenforceability, illegality, invalidity or ineffectiveness of any of the Secured Obligations or any other obligation of any person under any Loan Document or Lien; or
- (f) any insolvency or similar proceedings.

15.5 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any Lien or other rights or claim payment from any other person or file any proof or claim in any insolvency, administration, winding up or

liquidation proceedings relative to any other Loan Party (as defined in the Credit Agreement) or any other person before claiming from it under this Debenture. This waiver applies irrespective of any applicable law and regulation or any provision of any Loan Document to the contrary.

15.6 Discretion in enforcement

Until the Discharge Date, the Collateral Agent or any Receiver may:

- (a) refrain from applying or enforcing any other monies, Liens or other rights held or received by it in respect of the Secured Obligations or apply and enforce them in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account (to the credit of either the Chargor or the Collateral Agent or the Receiver as the Collateral Agent or the Receiver shall think fit) any monies received, recovered or realised pursuant to this Debenture or on account of any liability of the Charger in respect of the Secured Obligations.

15.7 Subsequent Liens

At any time following:

- (a) the Collateral Agent or any other Secured Party's receipt of notice (either actual or constructive) of any subsequent Lien affecting the Secured Assets (other than any Lien which is expressly permitted under the Credit Agreement);
- (b) the Insolvency of the Chargor; or
- (c) any disposal of all or any of the Secured Assets in breach of Clause 7.2 (*No disposals*),

any Secured Party may open a new account or accounts in the name and at the expense of the Chargor in accordance with the terms of the Credit Agreement (whether or not it permits any existing account to continue). If a Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received or was deemed to have been received or, as the case may be, the Insolvency Event (as defined in the Credit Agreement) commenced or the assignment or transfer occurred and from that time all payments made by the Chargor to, the Secured Party or received by the Secured Party for the account of the Chargor shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Debenture at the time when the Secured Party received or was deemed to have received that notice or, as the case may be, the Insolvency commenced or the assignment or transfer occurred.

16 POWER OF ATTORNEY

16.1 Appointment

The Chargor irrevocably and by way of security appoints the Collateral Agent and any Receiver and every delegate referred to in Clause 9.4 (*Delegation*) and each of them jointly and also severally to be its attorney (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed to execute, deliver and perfect all Loan Documents and other documents and do any other acts and things which may be required or which the attorney may consider desirable:

- (a) if the Chargor has failed to do so, to carry out any obligation imposed on the Chargor by this Debenture or any other agreement binding on the Chargor to which the Collateral Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Secured Assets); and

- (b) generally to enable the Collateral Agent and any Receiver to exercise the respective rights conferred on them by this Debenture or by applicable law and regulation,

and the Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of its powers and all monies spent by an attorney shall be deemed to be expenses incurred by the Collateral Agent under this Debenture.

16.2 Irrevocable power

The Chargor acknowledges that each power of attorney granted by Clause 16.1 (*Appointment*) is granted irrevocably and for value as part of this Security to secure a proprietary interest of, and the performance of obligations owed to, the donee within the meaning of s4 Powers of Attorney Act 1971.

17 RETENTION OF SECURITY

17.1 Release of Security

- (a) (i) Following the Discharge Date and at the request and cost of the Chargor, (ii) at the time provided in Section 10.10 (Release of Collateral or Guarantees) of the Credit Agreement, or (iii) if the Collateral Agent shall be directed or permitted pursuant to the Credit Agreement or the Intercreditor Agreements to release any Security, the Collateral Agent shall, as soon as reasonably practicable after receipt of that request or direction, release and discharge this Security and re-assign the assets assigned to the Collateral Agent under this Debenture to the Chargor (or as it shall direct), at all times without recourse, representation or warranty and subject to the provisions of the Loan Documents and the rights of any person having prior rights over those assets.
- (b) This Clause 17.1 is without prejudice to any provision of the Loan Documents pursuant to which the Collateral Agent shall release the Liens created hereunder. Any release or discharge of this Security or re-assignment shall not release or discharge the Chargor from any liability to the Collateral Agent or any other Secured Party for the Secured Obligations or any other monies which exists independently of this Debenture.

17.2 Reinstatement

- (a) Any release, settlement, discharge, re-assignment or arrangement (in this Clause 17, a “**release**”) made by the Collateral Agent on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to Insolvency.
- (b) If any avoidance, reduction or clawback occurs or order is made as referred to in Clause 17.2(a), then the release given by the Collateral Agent shall have no effect and shall not prejudice the right of the Collateral Agent to enforce this Lien in respect of the Secured Obligations. As between the Chargor and the Collateral Agent, this Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Collateral Agent as security for the Secured Obligations.

18 PRIOR LIENS

18.1 Redemption

Subject to the terms of the US Sponsor Subordination Deed, the Collateral Agent may at any time on or after the First Lien Termination Date (other than in respect of any prior Lien that is expressly permitted under the Credit Agreement):

- (a) redeem, or procure the transfer to itself of, any prior Liens over any Secured Assets; or

- (b) settle and pass the accounts of the holder of any prior Liens over any Secured Assets. Any accounts so settled and passed shall be conclusive and binding on the Chargor.

18.2 Costs of redemption

All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption or transfer under Clause 18.1 (*Redemption*) shall be paid by the Chargor to the Collateral Agent on demand.

19 RULING OFF

If the Collateral Agent or any other Secured Party receives notice of any subsequent Lien or other interest affecting any of the Secured Assets (except as permitted by the Loan Documents) 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 TAXES

20.1 Stamp Duty

The Chargor shall pay all stamp, registration and other taxes to which this Debenture, the Liens created hereunder or any judgment or order given in connection with this Debenture may at any time be subject and shall on demand indemnify the Collateral Agent against any Losses resulting from any failure to pay or delay in paying the same.

20.2 Withholding Tax

The provisions of Sections 2.17 (*Taxes*) and 2.16 (*Breakage Costs, Increased Costs*) of the Credit Agreement shall apply to this Debenture as if it were set out in full again here with any changes necessary to fit this context.

21 INDEMNITY

21.1 General indemnity

The Chargor shall on demand indemnify and keep indemnified the Collateral Agent and every Receiver, attorney, manager, agent or other person appointed by the Collateral Agent under this Debenture and their respective employees in respect of all Losses incurred or suffered by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the rights vested in them under this Debenture (except in cases resulting from fraud or wilful misconduct) and against all Losses suffered or incurred by any of them in respect of any matter or thing done or omitted by the Chargor relating to the Secured Assets in contravention of the terms of the Loan Documents, together with interest calculated in the manner referred to in the Credit Agreement from the earlier of the date of demand and the date of payment by that person up to the date of receipt by that person (both before and after judgement), accruing on a daily basis. The Collateral Agent and any Receiver may retain and pay all those sums out of any monies received by it under this Debenture.

21.2 Indemnity for breach

The Chargor shall on demand indemnify and keep indemnified the Collateral Agent in respect of all Losses occasioned by any breach by the Chargor of any of its covenants or other obligations under this Debenture or otherwise relating to all or any part of the Secured Assets in contravention of the terms of the Loan Documents, together with interest calculated in the manner referred to in the

Credit Agreement from the earlier of the date of demand by the Collateral Agent and the date of payment up to the date of receipt by the Collateral Agent (both before and after judgement), accruing on a daily basis.

22 COSTS AND EXPENSES

The Chargor and the Collateral Agent acknowledge the obligations of the Chargor (in its capacity as a Loan Party under and as defined in the Credit Agreement) under Section 11.04 (Indemnities) of the Credit Agreement.

23 CURRENCY

23.1 Currency Conversion

For the purpose of or pending the discharge of any of the Secured Obligations, the Collateral Agent may convert any monies received, recovered or realised or subject to application by the Collateral Agent or any Receiver pursuant to this Debenture from one currency to another and any such conversion shall be made at the Collateral Agent's spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Obligations shall be discharged only to the extent of the net proceeds of such conversion received by the Collateral Agent.

23.2 Currency Indemnity

If any sum (a "**Sum**") owing by the Chargor under this Debenture or any order or judgment given or made in relation to this Debenture has to be converted from the currency (the "**First Currency**") in which such Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against the Chargor;
- (b) obtaining an order or judgment in any court or other tribunal;
- (c) enforcing any order or judgment given or made in relation to this Debenture; or
- (d) applying the Sum in satisfaction of any of the Secured Obligations,

the Chargor shall indemnify the Collateral Agent from and against any loss suffered or incurred as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert such Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Collateral Agent at the time of such receipt of such Sum.

24 SET-OFF

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

25 NOTICES

All notices, requests and demands to or upon the Collateral Agent or the Chargor hereunder shall be effected in the manner provided for in Section 11.14 (*Notices*) of the Credit Agreement.

26 TRANSFERS

26.1 Collateral Agent

The Collateral Agent may at any time assign any or all of its rights and transfer any or all of its obligations under this Debenture in accordance with the Loan Documents. The Chargor authorises the Collateral Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

26.2 Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Debenture without the prior written consent of the Collateral Agent.

26.3 Disclosure of information

Subject to the terms of the Loan Documents, the Collateral Agent may disclose any information about the Chargor which it shall consider appropriate to any Affiliate (as defined in the Credit Agreement), any of its professional advisers, any person to whom it is proposing to assign or transfer, or has assigned or transferred, any of its rights and obligations under this Debenture or to any person to whom information may be required to be disclosed by any applicable law and regulation.

27 CONDUCT OF BUSINESS

Without prejudice to Clause 17.2 (*Reinstatement*), no provision of this Debenture will:

- (a) interfere with the right of any Secured Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Secured Party to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige any Secured Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Taxes.

28 AMENDMENTS AND WAIVERS

Section 11.01 (Amendments, Waivers, Etc.) of the Credit Agreement shall apply to this Debenture as if it were set out in full again here, with any changes which are necessary to fit this context.

29 REMEDIES AND WAIVERS

No failure on the part of the Collateral Agent to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right or constitute an election to affirm this Debenture. No election to affirm this Debenture shall be effective unless it is in writing. No single or partial exercise of any Collateral Right shall preclude any further or other exercise of that or any other Collateral Right.

30 PARTIAL INVALIDITY

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

31 DAY COUNT CONVENTION

Interest accruing under this Debenture shall be computed on the basis of a 360-day year comprised of twelve 30-day months in accordance with the provisions of Section 2.13(b) (Computations of Interests and Fees) of the Credit Agreement.

32 COUNTERPARTS

This Debenture 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 Debenture.

33 GOVERNING LAW

This Debenture and any non-contractual obligation arising out of or in connection with it are governed by, and construed in accordance with, English law.

34 ENFORCEMENT

34.1 Jurisdiction of English courts

- (a)** The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) or any non-contractual obligations arising out of or in connection with this Debenture (a “**Dispute**”) (whether arising in contract, tort or otherwise).
- (b)** The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c)** This Clause 34.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEBENTURE has been executed and delivered as a deed on the date stated at the beginning of this Debenture.

SCHEDULE 1
NOTICE OF ASSIGNMENT OF INSURANCE

To []

[Date]

Dear Sirs

Policy number [●]

We hereby give you notice that we have assigned by way of security all our rights, title and interest in and to the above policy (the “**Policy**”) to Blue Torch Finance LLC (the “**Collateral Agent**”) pursuant to a debenture dated [●] 2024 to the extent that such rights relate to the Secured Assets. This assignment is subject to the prior assignment of the Policy to (a) CF Lending, LLC (“**CF Lending**”) under a debenture dated 30 September 2015 of which you were notified pursuant to a notice from CF Lending dated on or about 30 September 2015, (b) Wells Fargo Bank, N.A. (“**Wells Fargo**”) under a debenture dated 28 June 2019 of which you were notified pursuant to a notice from Wells Fargo dated on or about 28 June 2019, and (c) the Collateral Agent under a debenture dated 25 June 2018 of which you were notified pursuant to a notice from the Collateral Agent dated on or about 25 June 2018.

We irrevocably and unconditionally authorise you to disclose to the Collateral Agent such information relating to the Policy and the proceeds of any claim under it as the Collateral Agent may at any time request you to disclose and make all payments under or arising from the Policy to the Collateral Agent or to its order and otherwise to comply with the terms of any written notice or instructions which you receive at any time from the Collateral Agent in connection with the Policy or any such proceeds.

Accordingly, we hereby request that, with effect from today’s date and to the extent that it may not already be so noted, the Collateral Agent be noted on the Policy as a loss payee in respect of any payment relating to the Secured Assets.

The terms of and the instructions and authorisations contained in this letter shall remain in full force and effect until the Collateral Agent gives you notice to the contrary.

Please acknowledge receipt of this letter by signing the attached form of acknowledgement and agreement and returning it to Blue Torch Finance LLC, 150 East 58th Street, 39th Floor, New York, New York 10155 marked for the attention of Vuk Djunic by email at vdjunic@bluetorchcapital.com and bluetorchagency@alterdomus.com (with a copy to Dechert LLP, 1095 6th Ave, New York, New York 10036 marked for the attention of Eliot Relles by email at eliot.relles@dechert.com).

Yours faithfully

for and on behalf of

.....

INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP LIMITED

ACKNOWLEDGEMENT

To: Blue Torch Finance LLC
150 East 58th Street, 39th Floor, New York, New York 10155

Attn: Vuk Djunic

[Date]

Dear Sirs

We acknowledge receipt of a notice dated [●] 2024 and addressed to us by International Automotive Components Group Limited (the “**Assignor**”) regarding policy number [●] (the “**Policy**”) and acknowledge the instructions and authorisations contained in that Notice.

We acknowledge and confirm that:

- (a) to the extent that we have not already done so, we shall forthwith endorse a memorandum (in the attached form) on the Policy noting your interest as assignee and second loss payee;
- (b) until you notify us in writing to the contrary, all payments in respect of claims under the Policy in respect of the Secured Assets shall only be paid to an account to be notified by you to us in writing from time to time;
- (c) other than (A) the notice sent by CF Lending, LLC (“**CF Lending**”) under the debenture dated 30 September 2015 entered into by and between the Chargor and CF Lending, (B) the notice sent by Wells Fargo (“**Wells Fargo**”) under the debenture dated 28 June 2019 entered into by and between the Chargor and Wells Fargo, and (C) the notice sent by the Collateral Agent under the debenture dated 25 June 2018 entered into by and between the Chargor and the Collateral Agent we have not received notice that any third party has or may have any rights, title or interest in or to, or has made or may be making any claim or demand or taking any action in respect of the Policy;
- (d) for so long as (A) CF Lending’s interest in the Policy remains outstanding, we shall act on the instructions of CF Lending to the extent that we receive conflicting or inconsistent instructions from CF Lending and you, and (B) Wells Fargo’s interest in the Policy remains outstanding, we shall act on the instructions of Wells Fargo to the extent that we receive conflicting or inconsistent instructions from Wells Fargo and you;
- (e) no change in any of the terms of the Policy shall be effective without the prior written consent of the Collateral Agent;
- (f) we shall advise you at least 30 days before any cancellation of the Policy; and (vi) we shall advise you immediately of any default in the payment of any premium payable in respect of the Policy and shall allow 30 days during which payment of such premium shall be accepted, such that the Policy shall continue in full force and effect if made by the Collateral Agent on behalf of the Assignor and/or any other insured party.

Yours faithfully

for and on behalf of

[name of insurer]

SCHEDULE 2
FORM OF ENDORSEMENT

Insured: International Automotive Components Group Limited

Endorsement Number: [●]

Policy Title: [●]

Policy Number: [●]

Broker: [●]

Effective From: [●]

Effective to: [●]

Endorsement no [], attaching to and forming part of the above policy (the “**Policy**”).

With effect from the date stated below the following amendments are made.

The following are added to the policy:

1 General Definitions and Provisions

Loss Payee 3

It is hereby noted and agreed that with effect from *[insert date of endorsement]* Blue Torch Finance LLC, 150 East 58th Street, 39th Floor, New York, New York 10155 marked for the attention of Vuk Djunic by email at vdjunic@bluetorchcapital.com and bluetorchagency@alterdomus.com) (with a copy to Dechert LLP, 1095 6th Ave, New York, New York 10036 marked for the attention of Eliot Relles by email at eliot.relles@dechert.com) as collateral agent for certain noteholders (the “**Loss Payee**”) are noted as mortgagee and a loss payee in respect of all its rights, title and benefit in and to the insurance and all benefits thereof to the extent that it relates to any of the Equipment, Inventory and other Secured Assets of the Insured.

Further the liability of the Insurers will not be prejudiced by any action of any Insured party or the Loss Payee which results in the liability of the Insurers being increased due to:

- (a) any payment or part thereof not being used to reinstate or replace any property lost destroyed or damaged or for the purpose of avoiding or diminishing any reduction in Turnover
- (b) a delay in making payment or the inability to make a payment under the Policy. Any such action will be deemed to be an intervening cause and any resulting increase in the amount of the Insureds loss will not be indemnified by the Insurers.

Notwithstanding anything contained in the terms of this endorsement, the liability of the Insurers to pay Policy proceeds to the Loss Payee shall be subject to Insurers liability to pay Policy proceeds to CF Lending, LLC and Wells Fargo Bank, N.A., as applicable (the “**Prior Loss Payees**”) until Insurers receive confirmation satisfactory to Insurers from the Prior Loss Payees that the Prior Loss Payees (or any person subrogated to their rights) have no security interest in the assets of any of the Insureds referred to in this endorsement and have no further claims on any proceeds payable under this policy (the “**Discharge Date**”). Payment of any Policy proceeds to the Prior Loss Payees prior

to the Discharge Date shall discharge any liability of the Insurers to pay any such amounts to the Loss Payee. Prior to the Discharge Date, no Policy proceeds will be paid to the Loss Payee.

For the avoidance of doubt, nothing contained in this endorsement shall increase the liability of Insurers to pay under the terms of the Policy or the limits and sub-limits contained therein.

SCHEDULE 3
INSURANCE

COUNTRY	COVERAGE	CARRIER	COVERAGE TYPE	POLICY NO.
United Kingdom	Motor Fleet	Allianz	Third Party	██████████
United Kingdom	Employers Liability	Aviva Insurance Limited UK	Third Party	██████████
United Kingdom	General Liability	Aviva Insurance Limited UK	Third Party	██████████
United Kingdom	Pollution	Beazley Insurance Company, inc	Third Party	██████████
United Kingdom	Engineering Inspection	Zurich	Third Party	██████████

SIGNATURE PAGES

The Collateral Agent

BLUE TORCH FINANCE LLC

acting by

Name: Kevin Genda
Title: Authorized Signatory

Notices:

Address: Blue Torch Finance LLC
150 East 58th Street
39th Floor
New York, New York 10155

Attention: Vuk Djunic
Telephone: 212-503-5860
Email: vdjunic@bluetorchcapital.com; bluetorchagency@alterdomus.com

with copy to:

Address: Dechert LLP
1095 6th Ave
New York, New York 10036

Attention: Eliot Relles
Telephone: 212-641-5651
Email: eliot.relles@dechert.com

The Chargor

EXECUTED as a DEED by

Iwona Villaire

duly authorised for and on behalf of
**INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP LIMITED**



Director

in the presence of:

Witness Signature:



Witness Name:

Craig Bouldry Jr.

Witness Address:



Witness Occupation:

Senior Legal Manager