

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

You can use the **WebFiling** service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use  
LL MR04

SATURDAY



A06

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18/01/2014

#242

COMPANIES HOUSE

### 1 Company details

Company number 04569800

Company name in full FGA Wholesale UK Limited (the "Chargor")

**Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation

When was the charge created?

→ Before 06/04/2013 Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B and Part C**

**Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge \*

Charge creation date 26/02/2013

**Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Vehicle Floating Charge dated 26 February 2013 between the  
Chargor, Securitisation Transaction of Auto Receivables Limited and  
US Bank Trustees Limited (the "Vehicle Floating Charge")

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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<b>A3</b>	<b>Short particulars of the property or undertaking charged</b>	
Short particulars	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
	As described in the short particulars referred to in MG01 Companies House reference number 645834/13	
	1 Creation of Security	
	1 1 Floating charge	
	The Chargor, with full title guarantee (or, in relation to Charged Assets situated in or otherwise governed by Scots law, with absolute warrandice, or in relation to Charged Assets situated in or otherwise governed by Northern Irish law, as beneficial owner) and as security for the payment, performance and discharge of all Liabilities, charged in favour of the Issuer by way of first floating charge the Charged Assets, both on or after the date of the Vehicle Floating Charge	
	2 Negative Pledge	
	2 1 Security	
	The Chargor has undertaken not to create or permit to subsist any Security over any Charged Asset except for	
	(a) the Charges,	
	(b) any Security created under the Transaction Documents, and	
	(c) any lien arising by operation of law and in the ordinary course of trading	
	3 Definitions	
	"Charged Assets" means, at any time, (i) the Vehicles financed by the Chargor pursuant to Receivables that the Chargor has assigned to the Issuer arising under Dealer Floorplan Agreements at such time and, and (ii) Vehicle Sale Proceeds received by the Chargor in respect of such Vehicles, except for such Vehicles and Vehicle Sale Proceeds which are duly held in trust under any Vehicle Declaration of Trust.	
	"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Vehicle Floating Charge	
	"Dealer" means a Vehicle dealer situated in England and Wales or Scotland or Northern Ireland, which is a debtor under the Dealer Floorplan Agreements	
	See Continuation pages	

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**Part B Charges created on or after 06/04/2013****B1****Charge code**

Please give the charge code This can be found on the certificate

Charge code <sup>1</sup>

				-					-				
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<sup>1</sup> Charge code

This is the unique reference code allocated by the registrar

**Part C To be completed for all charges****C1****Satisfaction**I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box.

- ☒ In full  
☐ In part

**C2****Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Forename(s)

ORRICK HERRINGTON &amp; SUTCLIFFE

Surname

Please give the address of the person delivering this statement

Building name/number

Street

107 Cheapside

Post town

London

County/Region

Postcode

E C 2 V 6 D N

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Transaction counsel on behalf of the Chargor

**C3****Signature**

Please sign the form here

Signature

Signature

X Orrick, Herrington & Sutcliffe X  
 CEurope 7 LLP

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**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Katrina Murphy
Company name	ORRICK HERRINGTON & SUTCLIFF
Address	107 Cheapside
Post town	London
County/Region	
Postcode	E C 2 V 6 D N
Country	
DX	557 LONDON/CITY
Telephone	+44 20 7862 4600



**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- Part A Charges created before 06/04/2013**
  - ☐ You have given the charge date
  - ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.
- Part B Charges created on or after 06/04/2013**
  - ☐ You have given the charge code
- Part C To be completed for all charges**
  - ☐ You have ticked the appropriate box in Section C1
  - ☐ You have given the details of the person delivering this statement in Section C2
  - ☐ You have signed the form



**Important information**

Please note that all information on this form will appear on the public record.



**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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A3	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	CONTINUATION PAGE 1 OF 3	
	<p>"Dealer Floorplan Agreements" means</p> <ul style="list-style-type: none"> <li>(a) the Finance Agreements,</li> <li>(b) the Debt Purchase Agreements,</li> <li>(c) the Vehicle Sale Contracts,</li> <li>(d) the VHC Service Agreements, and</li> <li>(e) the Defleet Bonus Charge,</li> </ul> <p>in each case, as the same may be amended, modified or supplemented from time to time (in each case, as such terms are defined in the Master Definitions Agreement)</p>	
	<p>"Facility Agent" means Credit Suisse AG, New York Branch and its successors and assigns</p>	
	<p>"Finance Agreement" means each agreement as in effect from time to time between, inter alios, the Originator (having purchased certain eligible debts and their related ancillary rights from the relevant manufacturer pursuant to a debt purchase agreement) and a Dealer pursuant to which the Dealer agrees to pay to the Originator the purchase price of the Vehicles sold or supplied to the Dealer by the manufacturer, as may be amended, modified or supplemented from time to time and substantially in the form set out in schedule 4 (Agreed Form of Dealer Floorplan Agreements) of the Master Receivables Transfer Agreement</p>	
	<p>"Master Definitions Agreement" means the agreement so named dated 21 February 2013 between, among others, the Issuer and the Trustee</p>	
	<p>"Master Receivables Transfer Agreement" means the agreement so named dated 21 February 2013, as amended and/or restated from time to time, between, among others, the Originator and the Issuer</p>	
	<p>"Originator" means FGA Wholesale UK Limited</p>	

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## Statement of satisfaction in full or in part of a charge

A3	Short particulars of the property or undertaking charged
Short particulars	Please give the short particulars of the property or undertaking charged
	<p>CONTINUATION PAGE 2 OF 3</p> <p>"Receivable" means each sterling-denominated monetary obligation of the Obligors (as defined in the Master Definitions Agreement) (the Originator having purchased certain eligible debts and their related ancillary rights from the relevant manufacturer pursuant to a debt purchase agreement), arising from the Finance Agreements for the purpose of the acquisition of Vehicles by a Dealer for a fixed term and, in relation to any Receivables transferred (or to be transferred) to the Issuer pursuant to the Master Receivables Transfer Agreement, shall include all the right, title, interest and benefit of the Originator in each such Receivable, including the right to demand, sue for, recover, receive and grant receipts for all amounts outstanding from time to time under each such Receivable, the unpaid amount thereof and the interest due or to become due under the related Receivable, including the principal balance of such Receivable and all amounts payable under such Receivable</p> <p>"Security" means a mortgage, charge, pledge, lien, assignation in security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Servicer" means FGA Wholesale UK Limited or any successor or transferee</p> <p>"Transaction Documents" means</p> <ul style="list-style-type: none"> <li>(a) the Cash Management Agreement,</li> <li>(b) the Account Bank Agreement,</li> <li>(c) the Corporate Services Agreement,</li> <li>(d) the Subordinated Loan Agreement,</li> <li>(e) the memorandum and articles of association of the Issuer,</li> <li>(f) the Master Receivables Transfer Agreement (and the First Dealer Offer and any Additional Dealer Offer),</li> <li>(g) the Servicing Agreement,</li> <li>(h) the Back-Up Servicing Agreement,</li> <li>(i) the Loan Note Facility Agreement,</li> <li>(j) the Deed of Charge,</li> <li>(k) the Share Declaration of Trust,</li> <li>(l) the Servicer Collection Account Declaration of Trust,</li> <li>(m) each Vehicle Declaration of Trust,</li> <li>(n) the Vehicle Floating Charge,</li> <li>(o) the Fee Letter;</li> </ul>

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A3	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>CONTINUATION PAGE 3 OF 3</p> <p>(p) the Senior Note, (q) the Junior Note, (r) the Master Definitions Agreement, (in each case, as such terms are defined in the Master Definitions Agreement) and any other agreement specified by the Trustee (acting on the written directions of the Facility Agent) and the Originator</p> <p>"Trustee" means US Bank Trustees Limited or any successor or transferee</p> <p>"Vehicle" means any four-wheel vehicle which is (a) a passenger car or a new light commercial vehicle, and manufactured under the brands of Jaguar and Land Rover (in each case, as such terms are defined in the Master Definitions Agreement), as the case may be, in each case that is a Demonstration Vehicle or a New Vehicle (in each case, as such terms are defined in the Master Definitions Agreement)</p> <p>"Vehicle Declaration of Trust" means the declaration of trust dated on or about the 26 February 2013 and each subsequent declaration of trust pursuant to which the Originator declares a trust over Vehicles financed under Finance Agreements relating to Transferred Receivables (as defined in the Master Definitions Agreement) Vehicle Sale Proceeds received by the Originator in respect of such Vehicles in substantially the form set out in schedule 11 (Form of Vehicle Declaration of Trust) of the Master Receivables Transfer Agreement</p> <p>"Vehicle Sale Proceeds" means the net proceeds of the sale (exclusive of any VAT) of the Vehicles that are or were financed under the relevant Dealer Floorplan Agreements</p>	