



**Registration of a Charge**

Company name: **BROOK FUNDING (NO.1) LIMITED**

Company number: **07597379**

Received for Electronic Filing: **02/03/2020**



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**Details of Charge**

Date of creation: **18/02/2020**

Charge code: **0759 7379 0107**

Persons entitled: **CITICORP TRUSTEE COMPNAY LIMITED**

Brief description: **A DEED OF CHARGE (THE "SCOTTISH SUPPLEMENTAL CHARGE") BY THE CHARGOR IN FAVOUR OF CITICORP TRUSTEE COMPANY LIMITED (THE "SECURITY TRUSTEE")**

**Contains fixed charge(s).**

**Contains negative pledge.**

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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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**INTERTRUST CORPORATE SERVICES LIMITED AS COMPANY  
SECRETARY**



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

Company number: 7597379

Charge code: 0759 7379 0107

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th February 2020 and created by BROOK FUNDING (NO.1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2020 .

Given at Companies House, Cardiff on 3rd March 2020

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

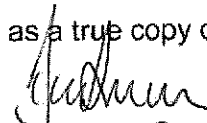


**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Certified as a true copy of the original



**SCOTTISH SUPPLEMENTAL CHARGE**

Intertrust Corporate Services Limited  
as Secretary

**ASSIGNATION IN SECURITY**

By

**BROOK FUNDING (NO.1) LIMITED**, a private company with limited liability incorporated under the laws of England and Wales (registered number 07597379) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (the "**Issuer**")

In favour of

**CITICORP TRUSTEE COMPANY LIMITED**, a company incorporated in the United Kingdom whose address for the purposes of this deed is Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB (the "**Security Trustee**", which expression shall include its successors and assignees as security trustee under and in terms of the Deed of Charge aftermentioned)

**CONSIDERING THAT**

This deed is supplemental to a deed of charge and assignment dated on or about the Signing Date between, *inter alios*, the Issuer, the Seller, the Administrative Agent and the Security Trustee, as may be amended, supplemented or varied from time to time (the "**Deed of Charge**").

In terms of a receivables purchase agreement dated on or about the Signing Date (as may be amended or supplemented from time to time, the "**Receivables Purchase Agreement**") between, *inter alios*, the Issuer, Close Brothers Limited, a private company with limited liability (registered number 195626) incorporated under the laws of England and Wales, with its registered office at 10 Crown Place, London EC2A 4FT (the "**Seller**") and the Security Trustee, the Seller has entered into and delivered to the Issuer a Scottish assignment and trust deed (the "**Scottish Assignment and Trust Deed**") dated 18<sup>th</sup> February 2020 pursuant to which the Seller has, *inter alia*, declared a trust over the Scottish Assets (as defined therein, and referred to herein as the Scottish Trust Assets) and the Seller has entered into and delivered a Scottish Vehicles declaration of trust (the "**Scottish Vehicles Declaration of Trust**") also dated 18<sup>th</sup> February 2020 pursuant to which the Seller has declared a trust over the Scottish Vehicles Trust Property (as defined therein). In terms of and pursuant to Clause 4.4 of the Deed of Charge the Issuer has agreed to enter into this deed.

**NOW THEREFORE** the Issuer hereby **DECLARES** as follows:

1. Unless otherwise defined herein, capitalised terms used in this deed, including the recitals hereto, shall have the meanings assigned to such terms in the master definitions schedule entered into between, *inter alios*, the parties hereto on 26 August 2011 (as amended, restated, supplemented, varied and/or replaced from time to time, the "**Master Definitions Schedule**"). Where a term is defined both in this deed and in the Master Definitions Schedule, this deed shall prevail.

2. Clauses 1.2, 1.3, 1.4, 1.5(a) to (e) and 1.6 of the Receivables Purchase Agreement shall apply to this deed and shall be binding on the parties hereto as if expressly set out in full herein and, where relevant, shall be deemed to be repeated in full or incorporated by reference herein, provided that references to this "Agreement" shall be construed as references to this deed. In the event of any conflict between the provisions of this deed and the Receivables Purchase Agreement, the Receivables Purchase Agreement shall prevail.
3. No amendment to the Receivables Purchase Agreement after the date hereof shall affect the terms of this deed unless such amendment is approved in writing by the parties hereto.
4. This deed shall be a Related Agreement.
5. The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for redemption contained in Clause 6 (*Release of Security*) of the Deed of Charge (and to the extent not already assigned or transferred pursuant to the Deed of Charge or any Scottish Supplemental Charge entered into prior hereto) HEREBY ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Issuer's whole right, title and interest, present and future, in, to and under:
  - (a) the Scottish Assignment and Trust Deed (as defined above), the trust created pursuant thereto and the Scottish Trust Assets (as defined above) surrogating and substituting the Security Trustee in its full right and place therein and thereto; and
  - (b) the Scottish Vehicles Declaration of Trust (as defined above), the trust created pursuant thereto and the Scottish Vehicles Trust Property (as defined therein) surrogating and substituting the Security Trustee in its full right and place therein and thereto.
6. This deed shall be deemed delivered to the Security Trustee on receipt by the Security Trustee of a copy of this deed, signed by the Issuer, (whether by fax, e-mail or otherwise) and whether or not the principal of this deed is also physically delivered.
7. Notice of this deed and the assignments in security constituted hereby shall be deemed to be given to the Seller on receipt by the Seller of a copy of this deed, signed by the Issuer, (whether by fax, e-mail or otherwise) whether or not acknowledged thereon.
8. The obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 5 hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith (and excluding Clause 7.4(b) thereof) apply *mutatis mutandis* hereto provided always that this deed shall be without prejudice to the Deed of Charge and all of the rights, powers obligations and

immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this deed

9. This deed shall be governed by and construed in accordance with the law of Scotland.

**IN WITNESS WHEREOF** these presents typewritten on this and the preceding pages are executed for and on behalf of the Issuer as follows:

per pro Intertrust Directors 1 Limited  
as Director

SUBSCRIBED by..... before this witness:  
duly authorised, for and on behalf of

**BROOK FUNDING (NO.1) LIMITED** (signature) .....

as Issuer 35 Great St Helens (Name) ..... *ABBIE BACK* .....

at: ..... EC3A 6AP ..... (place) (Address) ..... 35 Great St Helens .....  
London

on: ..... 18-02-2020 ..... (date) ..... EC3A 6AP .....

We, **CLOSE BROTHERS LIMITED** as Seller hereby acknowledge receipt of a copy of the foregoing Scottish Supplemental Charge and notice of the assignation in security constituted thereby.

Acknowledged for and on behalf of the said

**CLOSE BROTHERS LIMITED**

as Seller .....

(Authorised Signatory)

On 18<sup>th</sup> February 2020

