



Registration of a Charge

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

Company number: **07597379**



X7437956

Received for Electronic Filing: **17/04/2018**

Details of Charge

Date of creation: **16/04/2018**

Charge code: **0759 7379 0083**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

Brief description: **A DEED OF CHARGE (THE "SCOTTISH SUPPLEMENTAL CHARGE") BY THE CHARGOR IN FAVOUR OF BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED (THE "SECURITY TRUSTEE").**

Contains fixed charge(s).

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 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 0083

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th April 2018 and created by BROOK FUNDING (NO.1) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2018 .

Given at Companies House, Cardiff on 19th April 2018

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

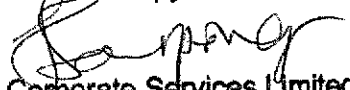


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Certified as a true copy of the original


Intertrust Corporate Services Limited
as Secretary

SCOTTISH SUPPLEMENTAL CHARGE

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

BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, a company incorporated in the United Kingdom whose address for the purposes of this deed is One Canada Square, London E14 5AL (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 (the "Deed of Charge") dated 26 August 2011 as amended and restated on 1 January 2013, 30 July 2013 and on 27 July 2015 among, inter alios, the Issuer and the Security Trustee.

In terms of a receivables purchase agreement (the "Receivables Purchase Agreement") dated 26 August 2011 as amended and restated on 13 April 2012, 1 January 2013, 30 July 2013, 27 July 2015 and 28 July 2017 among, 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"), Close Motor Finance Limited, a private company with limited liability incorporated under the laws of England and Wales (registered number 02181038), whose registered office is at Roman House, Roman Road, Doncaster, South Yorkshire DN4 5EZ (the "Originator") and the Security Trustee, each of the Originator and the Seller has entered into and delivered to the Issuer a Scottish assignation and trust deed (the "Scottish Assignation and Trust Deeds") each dated 16 April 2018 pursuant to which each of the Originator and the Seller has respectively, inter alia, declared a trust over the Scottish Assets (as respectively defined therein, and referred to together 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 16 April 2018 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:

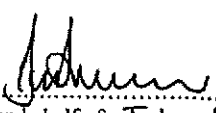
1. Unless otherwise defined herein, capitalised terms used in this deed, including the recitals hereto, shall have the meanings assigned to such terms in the master definitions schedule entered into among, inter alios, the parties hereto on 26 August 2011 as amended and restated on 13 April 2012, 1 January 2013, 30 July 2013, 27 July 2015 and 28 July 2017 (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 Deeds (as defined above), the trusts 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 and the Originator on receipt by the Seller and the Originator 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 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:

SUBSCRIBED by..........
duly authorised, for and on behalf of **Intertrust Directors 1 Limited**
BROOK FUNDING (NO.1) LIMITED
as Issuer

at: London.....(place)

on: 16 April 2018.....(date)

before this witness:

(signature) Swamee Padma

(Name) Swamee Padma

(Address) 35 Great St. Helen's,

London 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 16 April 2018

We, **CLOSE MOTOR FINANCE LIMITED** as Originator 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 MOTOR FINANCE LIMITED

as Originator


.....
(Authorised Signatory)

on 16 April 2018