



Registration of a Charge

Company name: **AUTO ABS UK LOANS PLC**

Company number: **08237499**



X6CW6VVE

Received for Electronic Filing: **15/08/2017**

Details of Charge

Date of creation: **14/08/2017**

Charge code: **0823 7499 0052**

Persons entitled: **BNP PARIBAS TRUST CORPORATION UK LTD**

Brief description: **N/A**

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 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: **K. CONROY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8237499

Charge code: 0823 7499 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2017 and created by AUTO ABS UK LOANS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2017 .

Given at Companies House, Cardiff on 17th August 2017

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

SCOTTISH SUPPLEMENTAL CHARGE

Assignment in Security

between

- (1) **AUTO ABS UK LOANS PLC**, a public company incorporated with limited liability under the laws of England and Wales (company number 8237499), whose registered office is at 35 Great St. Helen's, London, EC3A 6AP (the **Issuer**); and
- (2) **PSA FINANCE UK LIMITED**, a company with limited liability incorporated under the laws of England and Wales with registered number 01024322, whose registered office is at Quadrant House, Princess Way, Redhill, Surrey RH1 1QA, United Kingdom (the **Seller**).

WHEREAS:

- (A) This Assignment in Security is granted pursuant to the deed of charge dated 19 December 2012 as amended and restated on 12 February 2014, 28 July 2014, 2 February 2015 and 27 May 2016 and as supplemented on 30 May 2017 (the **Supplemental Deed of Charge**) and made between, amongst others, the Issuer, the Seller, and **BNP PARIBAS TRUST CORPORATION UK LIMITED** (registered number 04042668), a limited liability company incorporated under the laws of England and Wales, whose registered office is located at 10 Harewood Avenue, London NW1 6AA (the **Issuer Security Trustee**).
- (B) In terms of the Supplemental Deed of Charge, the Issuer Security Trustee, amongst other things, holds the security constituted or to be constituted by or pursuant to the Supplemental Deed of Charge for the Secured Creditors.
- (C) A Scottish Declaration of Trust dated 11 August 2017 (the **Scottish Declaration of Trust**) has been entered into between the Seller and the Issuer and delivered, in terms of which certain Scottish Receivables as more fully specified therein (the **Scottish Trust Property**) are held in trust by the Seller for the Issuer.
- (D) A Scottish Cars Declaration of Trust dated 11 August 2017 (the **Scottish Cars Declaration of Trust**) has been entered into between the Seller and the Issuer and delivered, in terms of which certain Cars and the Ancillary Rights in relation thereto (including any Car Resale Price Receivables relative thereto) as more fully specified therein (the **Scottish Cars Trust Property**) are held in trust by the Seller for the Issuer and the relevant Customers.
- (E) This Assignment in Security is made by the Issuer and the Seller in favour of the Issuer Security Trustee in accordance with and pursuant to clause 4.3 (*Scottish Trust Security*) of the Supplemental Deed of Charge.

NOW THEREFORE THE PARTIES HEREBY AGREE AND DECLARE as follows:

1. Definitions and Interpretation

1.1 Definitions

Capitalised terms used in this Assignment in Security including the Recitals shall (save where expressed to the contrary) have the meanings given to them in the master definitions and construction agreement originally dated 19 December 2012 as amended and restated on 12 February 2014, as amended on 10 April 2014, amended and restated on 28 July 2014 and on 2 February 2015 and further amended on 29 January 2016 and as amended and restated on 27 May 2016 and 30 May 2017 (the **Master Definitions and Construction Agreement**).

1.2 Interpretation

This Assignment in Security will be construed in accordance with the rules of construction set out in the Master Definitions and Construction Agreement.

1.3 Conflict

Where a term is defined in both this Assignment in Security and in the Master Definitions and Construction Agreement, this Assignment in Security shall prevail.

2. Assignment in Security

The Issuer, with absolute warrandice and subject to the proviso for release contained in clause 10 (*Release*) of the Supplemental Deed of Charge hereby assigns to and in favour of the Issuer Security Trustee in security for payment or discharge of the Secured Liabilities the Issuer's whole right, title and interest, present and future, in and to:

- (a) the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Issuer Security Trustee in its full right and place therein and thereto; and
- (b) the Scottish Cars Trust Property and in and to the Scottish Cars Declaration of Trust, surrogating and substituting the Issuer Security Trustee in its full right and place therein and thereto,

the **Scottish Assigned Rights**.

3. Intimation and acknowledgment

The Issuer (for itself and on behalf of the Issuer Security Trustee) hereby gives notice of and intimates the assignment in security made in terms of clause 2 (*Assignment in Security*) above to the Seller as trustee under each of the Scottish Declaration of Trust and the Scottish Cars Declaration of Trust, and the Seller by its execution of this Assignment in Security acknowledges such intimation, and confirms that it has not received notification of any dealing with the Scottish Trust Property and/or the Scottish Cars Trust Property or any part thereof (other than pursuant to the Transaction Documents).

4. Incorporation of Terms

All the obligations, undertakings, covenants, rights and powers specified and contained in the Supplemental Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to clause 4 (*Creation of Fixed Security*) of the Supplemental Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the Scottish Assigned Rights and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Supplemental Deed of Charge shall, except in so far as inconsistent herewith, apply *mutatis mutandis* to this Assignment in Security, provided always that this Assignment in Security shall be without prejudice to the Supplemental 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 Assignment in Security.

5. Counterpart

- 5.1 This Assignment in Security may be executed in any number of counterparts and by each of the parties on separate counterparts.

5.2 Where executed in counterparts:

- (a) this Assignment in Security will not take effect until each of the counterparts has been delivered;
- (b) each counterpart will be held as undelivered until the Scottish Declaration of Trust and the Scottish Cars Declaration of Trust have become effective and the parties agree a date (being the effective date of the Scottish Declaration of Trust and the Scottish Cars Declaration of Trust or a later date) on which the counterparts are to be treated as delivered;
- (c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this Assignment in Security.

6. Governing Law

This Assignment in Security and all non-contractual rights arising in connection with it, shall be governed by and construed in accordance with Scots law.

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are executed in counterpart by the parties as undernoted, with an effective date of 14 August 2017 and with the counterparts executed by the Issuer and the Seller being treated as delivered on such date in such order:

SUBSCRIBED for and on behalf of
AUTO ABS UK LOANS PLC

at LONDON
on 14/08/17
by:

per pro Intertrust Directors 1 Limited, as Director

(Print Name)

per pro Intertrust Directors 2 Limited, as Director

(Print Name) Jackie Sarpong

Both before this witness:

(Witness Signature)

(Witness Name)

35 GREAT ST. HELEN'S

(Witness Address)

LONDON, EC3A 6AP

SUBSCRIBED for and on behalf of
PSA FINANCE UK LIMITED

at Quadrant House, Princess Way, Redhill, Surrey, RH1 1QJ
on 14th August 2017
by

Print Name:

Signature:

as Authorised Signatory

Print Name:

Signature:

as Authorising Director