

MR01

Particulars of a charge

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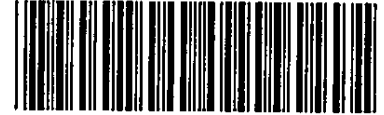
Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08



FRIDAY

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

LD4

02/10/2015

#78

COMPANIES HOUSE

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 9 3 0 4 3 1 9

Company name in full **FLEETBANK FUNDING LIMITED**

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 3 0 10 2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Citibank N A London Branch

as Security Trustee (for the Secured Creditors)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

N/A

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

X *Jennifer McTear* X

This form must be signed by a person with an interest in the charge

Signature

MR01

Particulars of a charge



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 **Sam Harris 70-40581720**

Company name **Clifford Chance LLP (via CH London Counter)**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **United Kingdom**

DX **149120 Canary Wharf 3**

Telephone **020 7006 1000**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



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
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9304319

Charge code. 0930 4319 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2015 and created by FLEETBANK FUNDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2015

2/counter

Given at Companies House, Cardiff on 8th October 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 30 SEPTEMBER 2015

FLEETBANK FUNDING LIMITED
AS ISSUER

AND

CITIBANK N A , LONDON BRANCH
AS SECURITY TRUSTEE

SERIES 2015-1 SUPPLEMENTAL SECURITY TRUST
DEED

We hereby certify that,
save for material redacted pursuant to s.859G of the Companies Act 2006,
this is a true copy of the original.

Dated 2 October 2015

Signed [Signature]
Clifford Chance LLP
10 Upper Bank St
London E14 5JJ

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THIS SUPPLEMENTAL SECURITY TRUST DEED (this "**Deed**") is made on 30 September 2015

BETWEEN

- (1) **FLEETBANK FUNDING LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 09304319 and having its registered office at 35 Great St Helen's, London EC3A 6AP in its capacity as issuer (the "**Issuer**"), and
- (2) **CITIBANK N.A., LONDON BRANCH**, whose offices are at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, with company number FC001835 and branch number BR001018 in its capacity as security trustee (for the Secured Creditors acting pursuant to the provisions of, and with the benefit of the protections set out in the Security Trust Deed, the "**Security Trustee**", which expression shall include any person for the time being appointed as security trustee, or as additional security trustee, for the purposes of this Deed)

THIS DEED WITNESSES AS FOLLOWS

1 INTERPRETATION

1.1 Master Definitions Schedule

Unless otherwise defined in this Deed, words and expressions used in this Deed have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in schedule 1 (*Master Definitions Schedule*) to the incorporated terms memorandum which is dated on or about the Programme Establishment Date and signed for the purpose of identification by the Issuer and the Security Trustee (the "**Incorporated Terms Memorandum**") In addition, unless the context requires otherwise, the following definitions shall apply

1.2 Definitions

In this Deed

"**Series 2015-1**" means the notional tranche of the Senior Loan Note created pursuant to the Issuance on 30 September 2015 pursuant to the Series 2015-1 Senior Loan Note Series Supplement,

"**Series 2015-1 Senior Loan Note Series Supplement**" means the senior loan note series supplement issued by the Issuer on or about the date hereof,

1.3 Incorporation of Common Terms

The Common Terms apply to this Deed and shall be binding on the parties to this Deed as if set out in full in this Deed

1.4 Conflict with Common Terms

If there is a conflict between the provisions of the Common Terms and the provisions of this Deed, the provisions of this Deed shall prevail, save where any provision of

this Deed relates to VAT, in which case the relevant provisions of the Common Terms shall prevail and provided that the provisions of paragraph 7 (*Restriction on Enforcement of Security, Non-Petition and Limited Recourse*) of part 1 (*General Legal Terms*) of the Common Terms shall prevail at all times

1 5 Further Assurance

For the purposes of this Deed, paragraph 1 (*Further Assurance*) of part 1 (*General Legal Terms*) of the Common Terms applies to this Deed as if set out in full in this Deed, and as if the Issuer were an Obligor for the purposes of such paragraph and the Security Trustee and any Receiver appointed pursuant to clause 17 (*Appointment and Removal of Receiver*) of the Security Trust Deed were an Obligee for the purposes of such paragraph

1 6 Governing Law and Jurisdiction

This Deed and all matters arising from or connected with it shall be governed by English law in accordance with paragraph 1 (*Governing Law*) of part 3 (*Governing Law Provisions*) of the Common Terms (provided that any terms of this Deed that are particular to the laws of Northern Ireland shall be construed in accordance with the laws of Northern Ireland) Paragraph 2 (*Jurisdiction*) of part 3 (*Governing Law Provisions*) of the Common Terms applies to this Deed as if set out in full in this Deed and as if references therein to the Agreement shall be to this Deed

1 7 Title

The title of this Deed is for the purposes of identification only and shall not be used as an aid in, or affect the construction of, the rights and obligations set out in this Deed

1 8 Facility Agent's Actions

Any reference to an action of the Facility Agent in this Deed shall be construed as a reference to the Facility Agent acting on instructions of the Majority Senior Loan Noteholders or the Senior Loan Noteholders (as the case may be) in accordance with the provisions of, and with the benefit of, the protections set out in the Senior Loan Note Issuance Agreement and, without limitation, any reference to an authorisation, approval or consent of or a determination or an instruction by the Facility Agent shall be construed as a reference to an authorisation, approval or consent of or a determination by or an instruction of the Facility Agent acting on instructions of the Majority Senior Loan Noteholders or the Senior Loan Noteholders (as the case may be) in accordance with the provisions of the Senior Loan Note Issuance Agreement

2 PROVISIONS SUPPLEMENTAL TO THE SECURITY TRUST DEED

The Security Trust Deed shall be supplemented in the manner and to the extent set out in this Deed and shall, from the date hereof, be read and construed for all purposes as supplemented by this Deed in respect of the Series Security granted in relation to Series 2015-1

3 CREATION OF SERIES SECURITY

3 1 Series Transaction Documents

Subject to Clause 4 1(b) of the Security Trust Deed, as continuing security for the payment or discharge of the Series Secured Amounts, the Issuer assigns absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), all of its rights in respect of the Series Transaction Documents entered into in relation to Series 2015-1 (other than any Scottish Security Deed entered into in relation to Series 2015-1) in favour of the Security Trustee for the Security Trustee itself and as trustee on behalf of the Secured Creditors

3 2 Acquired Asset Finance Receivables

As continuing security for the payment or discharge of the Series Secured Amounts, the Issuer charges by way of first fixed charge all of its right, title, interest and benefit, present and future, in, to, under and pursuant to the Acquired Asset Finance Receivables relating to Series 2015-1 and their Ancillary Rights, in and to all monies, rights, powers and property distributed or derived from, or accrued in or related to the Issuer's interest in the Acquired Asset Finance Receivables relating to Series 2015-1, and all of its powers relative thereto in favour of the Security Trustee for the Security Trustee itself and as trustee on behalf of the Secured Creditors

3 3 Bank Accounts

(a) As continuing security for the payment or discharge of the Series Secured Amounts, the Issuer assigns absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), all of its rights in respect of.

- (i) any amount standing from time to time to the credit of the Bank Accounts held by the Issuer in relation to Series 2015-1 (other than the Programme Payment Account),
- (ii) all interest paid or payable in relation to those amounts, and
- (iii) all debts represented by those amounts,

in favour of the Security Trustee for itself and as trustee on behalf of the Secured Creditors

(b) As continuing security for the payment or discharge of the Series Secured Amounts, the Issuer assigns absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charges by way of a first fixed charge), all of its right, title, benefit and interest, present and future, in the property held under the Collection Account Declaration of Trust entered into in relation to Series 2015-1 in favour of the Security Trustee for itself and as trustee on behalf of the Secured Creditors

3 4 Scottish Security Deed

As continuing security for the payment and discharge of the Series Secured Amounts, the Issuer undertakes that on each Scottish Security Date, it will execute and deliver to the Security Trustee a Scottish Security Deed substantially in the form set out in Schedule 3 (*Form of Scottish Security Deed*) to the Security Trust Deed in respect of its beneficial interest in the Scottish Trusts constituted in respect of any Scottish Asset Finance Receivables in respect of which a Scottish Security Deed has not, as at that date, been entered into and to procure that the relevant Portfolio Offeror acknowledge the assignment constituted by such Scottish Security Deed by executing and delivering the same to the Security Trustee. The Security Trustee consents to the entering into from time to time of such Scottish Security Deeds and undertakes to enter into and execute such Scottish Security Deeds.

4 WARRANTIES BY THE ISSUER

The Issuer warrants to the Security Trustee that

- (a) it has taken all necessary steps to enable it to create the Series Security in respect of the Series Charged Assets in accordance with this Deed and the other Security Documents and has taken no action or steps which will or may prejudice its right, title and interest in, to and under the Series Charged Assets, and
- (b) this Deed and the other Security Documents create the Series Security they purport to create and such Series Security is not liable to be avoided or otherwise set aside upon an occurrence of or in relation to an Insolvency Event in respect of the Issuer

5 NOTICE OF SERIES SECURITY**5 1 Notice of Series Security**

The Issuer shall immediately after the date hereof, give notice of the Series Security created hereunder including to each of the parties to the Series Transaction Documents by delivering to such parties a Notice of Assignment to Transaction Parties

5 2 Acknowledgements of Notices

The Issuer shall use all reasonable efforts to procure that each Transaction Party (other than the Security Trustee) which receives a Notice of Assignment to Transaction Parties acknowledges receipt of such notice in the form required by such Notice of Assignment to Transaction Parties

6 REDEMPTION AND RELEASE**6 1 Release on payment or discharge**

Upon proof being given to the satisfaction of the Security Trustee as to the irrevocable and unconditional payment or discharge of the Series Secured Amounts, the Security

Trustee will as soon as reasonably practicable, at the request and cost of the Issuer, release, discharge, retrocess or reassign the Series Charged Assets to the Issuer and provide any document evidencing such release, discharge, retrocession or reassignment which may be requested by the Issuer, including, but not limited to, any document or evidence required for the purposes of a refinancing by the Issuer of its obligations under the Senior Loan Note

6.2 No avoidance

No assurance, security or payment which is avoided under any enactment relating to bankruptcy or under Sections 238 to 245 or Section 423 of the Insolvency Act (and to the extent the laws of Northern Ireland apply Sections 202 to 207 or Section 367 of the Insolvency Order) or any equivalent provision of common law and no release, settlement or discharge given or made by the Security Trustee in reliance on any such assurance, security or payment shall prejudice or affect the right of the Security Trustee to enforce the Series Security. The Issuer agrees that, notwithstanding any such avoidance, release, settlement or discharge, the Series Security shall be deemed always to have been and to have remained held by the Security Trustee as and by way of security for the payment to or to the order of the Security Trustee of the Series Secured Amounts

7 CONTINUANCE OF SECURITY

The Series Security and the covenants, undertakings and provisions contained in this Deed shall remain in force as a continuing security to the Security Trustee, notwithstanding any intermediate payment or satisfaction of any part of the Series Secured Amounts or any settlement of account or any other act, event or matter whatsoever, and shall secure the Series Secured Amounts

8 PRIOR TO SERIES ENFORCEMENT

Notwithstanding the Series Security, the Security Trustee acknowledges that, until delivery of a Series Enforcement Notice or a Programme Enforcement Notice

- (a) payments becoming due to the Issuer under any of the Transaction Documents, together with all other monies payable to the Issuer pursuant to any other documents or arrangements to which it is a party, may be made to the Issuer in accordance with the provisions of the Transaction Documents or (as the case may be) the documents or arrangements concerned, and
- (b) the Issuer may exercise its rights, powers and discretions and perform its obligations in relation to the Series Charged Assets and under the Transaction Documents in accordance with the provisions of the Transaction Documents

9 SECURITY ENFORCEABLE

The Series Security shall become enforceable upon the delivery of a Programme Enforcement Notice and/or a Series Enforcement Notice. The parties hereto acknowledge and agree that the circumstances in which the Facility Agent may or shall instruct the Security Trustee to deliver a Programme Enforcement Notice and/or a Series Enforcement Notice and the conditions applicable to and the consequences of

delivery of a Programme Enforcement Notice and/or a Series Enforcement Notice are set out in clause 22 (*Programme Events of Default*) and clause 23 (*Series Events of Default*), respectively, of the Senior Loan Note Issuance Agreement

10 ENFORCEMENT

10.1 Consequences of Enforceable Series Security

From the date on which the Series Security becomes enforceable

- (a) subject to the provisions of the Transaction Documents, the Security Trustee may institute such proceedings against the Issuer and take such action as it may think fit to enforce all or any part of the Series Security,
- (b) the Security Trustee may appoint a Receiver in accordance with Clause 17 (*Appointment and Removal of Receiver*) of the Security Trust Deed, and
- (c) whether or not it has appointed a Receiver, the Security Trustee may exercise all or any of the powers, authorities and discretions
 - (i) conferred by the Security Trust Deed on any Receiver,
 - (ii) conferred by the LPA (as varied or extended by the Security Trust Deed) on mortgagees, or
 - (iii) otherwise conferred by law on mortgagees or receivers

10.2 Series Security Secures the Relevant Series Only

For the avoidance of doubt, the parties to this Deed acknowledge and agree that Series Security created pursuant to this Deed is given in respect of the relevant Series specified in Clause 11 (*Definitions*) of this Deed only. No proceeds of the enforcement of the Series Security created pursuant to this Deed may be applied in the satisfaction of any of the Issuer's other obligations (including the Issuer's obligations in respect of any other Series).

IN WITNESS WHEREOF this Deed has been entered into and the parties intend to deliver this Deed, and do so deliver this Deed, as a deed on the day and year first before written as follows:

The Security Trustee

SIGNED for and on behalf of
CITIBANK, N.A., LONDON BRANCH
acting by its delegated signatory
Kris Chung
Vice President

Name

A black rectangular redaction box covering the name of the signatory.

Signature

EXECUTION VERSION

The Issuer

EXECUTED as a DEED on behalf of two directors:)
SFM Directors Limited, and)
SFM Directors (No 2) Limited)

JENNIFER
JONES

in the presence of

Witness signature

[REDACTED]

ALINE
STERNBERG

Name of witness CHARMAINE DE CASTRO

Address of witness

[REDACTED]

for and on behalf of

FLEETBANK FUNDING LIMITED



Clifford Chance LLP
Sam Harris
Room 3 N24
Extension 2414