



Registration of a Charge

Company name: **HCUK AUTO FUNDING 2017-1 LTD**

Company number: **10525003**

Received for Electronic Filing: **02/02/2018**



X6YXJ5RS

Details of Charge

Date of creation: **25/01/2018**

Charge code: **1052 5003 0003**

Persons entitled: **U.S. BANK TRUSTEES LIMITED (ACTING IN ITS CAPACITY AS SECURITY TRUSTEE FOR THE SECURED CREDITORS)**

Brief description: **N/A**

Contains fixed charge(s).

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: **INDER DHALIWAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10525003

Charge code: 1052 5003 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2018 and created by HCUK AUTO FUNDING 2017-1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd February 2018 .

Given at Companies House, Cardiff on 6th February 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

EXECUTION VERSION

Scottish Supplemental Security

Certified as a true copy by
Slaughter and May

2 February 2018

ASSIGNATION

BY:

- (1) **HCUK Auto Funding 2017-1 Ltd**, a private limited company incorporated under the laws of England and Wales (registered number 10525003), whose registered office is at 35 Great St. Helen's, London EC3A 6AP, United Kingdom, as issuer (the "**Issuer**")

and
- (2) **Hyundai Capital UK Limited**, a private limited company incorporated under the laws of England and Wales (with registered number 07945949), whose registered office is at Floor 2, London Court, 39 London Road, Reigate, Surrey RH2 9AQ, United Kingdom, as seller (the "**Seller**").

CONSIDERING THAT

- (A) The Seller has, in terms of the Receivables Sale Agreement, delivered to the Issuer Notices of Sale dated 13 April 2017, 16 May 2017, 15 June 2017, 14 July 2017, 16 August 2017, 14 September 2017, 16 October 2017, 16 November 2017, 14 December 2017 and 16 January 2018 respectively (the "**Notices of Sale**") pursuant to each of which, *inter alia*, the Seller has entered into assignment and trust deeds dated 25 April 2017, 26 May 2017, 26 June 2017, 25 July 2017, 25 August 2017, 25 September 2017, 25 October 2017, 27 November 2017, 27 December 2017 and 25 January 2018 respectively (the "**Scottish Transfers**") in respect of the Scottish Assets (as defined therein) in favour of the Issuer;
- (B) This deed is supplemental to a deed of charge dated 13 March 2017 (the "**Deed of Charge**") and made between, *inter alios*, the Issuer, the Seller and U.S. Bank Trustees Limited, a private limited company incorporated in England and Wales (registered number 02379632), whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, United Kingdom (acting in its capacity as the "**Security Trustee**", which expression includes such company and all other persons for the time being acting as security trustee or security trustees under the Deed of Charge); and
- (C) The Issuer has, pursuant to Clause 5 (*Scottish Supplemental Security*) of the Deed of Charge, agreed to enter into this deed as security for the Secured Amounts.

THE ISSUER HEREBY DECLARES as follows:

1. Unless otherwise defined in this deed or the context requires otherwise, words and expressions used in this deed have the meanings and constructions ascribed to them in the Master Definitions and Construction Agreement dated on or about 13 March 2017, between, *inter alios*, the Issuer, the Security Trustee and the Seller.
2. The Issuer undertakes to the Security Trustee (for its own account and as security trustee for the other Secured Creditors) that (a) it shall duly, unconditionally and punctually pay and discharge to each of the Secured Creditors when due all monies and liabilities whatsoever constituting the Secured Amounts and (b) it will observe, perform and satisfy all its other obligations and liabilities under this deed and each other Transaction Document to which it is a party.
3. As continuing security for the payment or discharge of the Secured Amounts, the Issuer hereby assigns to the Security Trustee, and its successors and assignees, its whole right, title, interest and benefit, present and future, in, to, under and relative to the Scottish

Transfers including, without limitation, its whole rights, title, interest and Benefit, present and future, in, to, under and relative to the Scottish Assets (as defined therein) and the Scottish Trust (as defined therein).

4. The Issuer (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 3 hereof to the Seller and the Seller by its execution hereof acknowledges such notice and intimation and confirms that, save under or pursuant to the Transaction Documents, as at the effective date hereof it has not received notification of any other dealing with the said Scottish Assets or the Scottish Transfers or any part thereof.
5. The whole obligations, undertakings, rights and powers specified in the Deed of Charge relevant to the assets referred to in Clause 3 hereof shall be deemed to be repeated herein and shall *mutatis mutandis* apply thereto and the security and other rights and powers created under and pursuant hereto and the whole terms of the Deed of Charge shall, except in so far as inconsistent herewith, apply *mutatis mutandis* hereto. This deed shall be without prejudice to the Deed of Charge which shall remain in full force and effect notwithstanding the delivery of this deed.
6. This deed may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterparts:
 - (a) this deed will not take effect until each of the counterparts and each of the Scottish Transfers has been delivered;
 - (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
 - (c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed.
7. This deed shall be deemed delivered to the Security Trustee on receipt by the Security Trustee of a copy or copies of this deed (executed by the Issuer and/or the Seller) (whether by fax, e-mail or otherwise) and whether or not the principal of this deed is also physically delivered.

8. This deed shall be governed by and construed in accordance with Scots law.

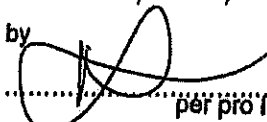
IN WITNESS WHEREOF these presents typewritten on this and the preceding 2 pages together are executed in counterpart by the parties as undernoted, with an effective date of 25 January 2018 and with the counterparts executed by HCUK Auto Funding 2017-1 Ltd and Hyundai Capital UK Limited being treated as delivered on such date in such order:

SUBSCRIBED for and on behalf of HCUK AUTO FUNDING 2017-1 LTD

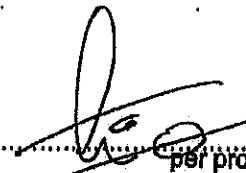
at London

on 25/01/18

by



per pro Intertrust Directors 1 Limited
Full Name as Director



per pro Intertrust Directors 2 Limited
Authorised Signatory/Director as Director

before this witness



.....Witness

Azad Dugala

.....Full Name

35 Great St. Helen's Address

London EC3A 6AP

SUBSCRIBED for and on behalf of

HYUNDAI CAPITAL UK LIMITED

at Hyundai Capital UK Ltd, Floor 2, London Court, 39 London road, Reigate
RH2 9A

on 25/1/2018

by

IAN WHITTAKER

Full Name



Authorised Signatory

before this witness

WJ.....Witness

Woojong Joo.....Full Name

2nd Floor, London Court, 39 London Road, Reigate, RH2 9AQ
.....Address