



Registration of a Charge

Company name: **MOTOFIRST LIMITED**

Company number: **10736671**



X6KCIE20

Received for Electronic Filing: **01/12/2017**

Details of Charge

Date of creation: **22/11/2017**

Charge code: **1073 6671 0003**

Persons entitled: **BNP PARIBAS TRUST CORPORATION UK LIMITED AS SECURITY TRUSTEE**

Brief description:

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 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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10736671

Charge code: 1073 6671 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2017 and created by MOTOFIRST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2017 .

Given at Companies House, Cardiff on 5th December 2017

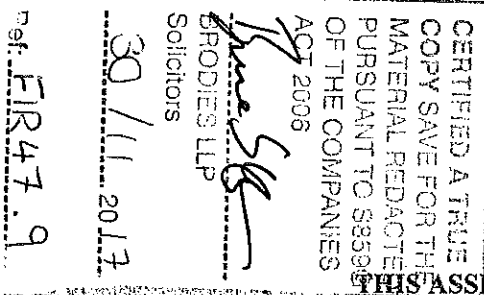
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



ASSIGNATION IN SECURITY

THIS ASSIGNATION IS DELIVERED ON 22 November 2017

MOTOFIRST LIMITED (Registered Number 10736671) and having its Registered Office at 35 Great St. Helen's, London EC3A 6AP (the "**Beneficiary**")

and

FIRSTRAND BANK LIMITED, acting through its London Branch at 2 - 6, Austin Friars, London EC2N 2HD (the "**Seller**")

in favour of

BNP PARIBAS TRUST CORPORATION UK LIMITED (the "**Security Trustee**")

WHEREAS

1. In terms of a declaration of trust dated 22 November 2017 between the Seller and the Beneficiary (the "**Scottish Declaration of Trust**") the Seller declared a trust over the Scottish Sale Assets (as defined therein) in favour of the Beneficiary;
2. Under a Scottish vehicle sales proceeds floating charge dated 23 October 2017 between the Seller and the Beneficiary (the "**Scottish Vehicle Sales Proceeds Floating Charge**") the Seller granted a floating charge over the Scottish Vehicle Sales Proceeds (as defined therein) in favour of the Beneficiary; and
3. The Beneficiary has agreed to assign its interest in the said Scottish Sale Assets and Scottish Vehicle Sales Proceeds including *inter alia* its interest in the Scottish Declaration of Trust and the Scottish Vehicle Sales Proceeds Floating Charge to the Security Trustee in security for the Secured Obligations;

NOW THEREFORE the parties hereto HAVE AGREED and DO HEREBY AGREE as follows:

1. In this Assignment (including the Recitals hereto) words and expressions shall (unless otherwise defined in this Assignment or the context otherwise requires) have the same meanings respectively ascribed to them and shall be subject to construction in accordance with the provisions of the Master Framework Agreement dated 18 October 2017 made between, *inter alios*, the Beneficiary and the Security Trustee and as amended or amended and restated from time to time.
2. The Beneficiary covenants with and undertakes to the Security Trustee (for its own account and as trustee for the other Transaction Creditors) and binds and obliges itself that it will duly and punctually pay or discharge the Secured Obligations.
3. The Beneficiary HEREBY ASSIGNS to and in favour of the Security Trustee (for its own account and as trustee for the other Transaction Creditors) by way of security for the discharge and payment of the Secured Obligations its whole right title and interest in and to (i) the Scottish Trust Property including *inter alia* its interest under and in terms of the Scottish Declaration of Trust (and the Scottish Sale Assets defined therein) and (ii) the Scottish Vehicle Sales Proceeds Floating Charge (and the Scottish Vehicle Sales Proceeds defined therein), surrogating and substituting the Security Trustee in its full right and place therein and thereto.
4. The Beneficiary hereby intimates to the Seller the assignment in security made in terms of Clause 3 hereof and the Seller by its execution of this Assignment subsequent to the execution hereof by the Beneficiary acknowledges such notice and intimation and confirms that as at the date hereof they have not received any notification of any other dealing with the Scottish Trust Property (including the Scottish Sale Assets defined in the Scottish Declaration of Trust), the

Scottish Vehicle Sales Proceeds Floating Charge (including the Scottish Vehicle Sales Proceeds defined in the Scottish Vehicle Sales Proceeds Floating Charge), the Beneficiary's interest under the foregoing or any part thereof.

5. Counterparts and Delivery

Where this Assignment is executed in counterparts:

- (a) this Assignment shall not take effect until all of the counterparts have been delivered; and
- (b) each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered. The agreed date will be inserted on page 1 of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed for and on behalf of the Beneficiary and the Seller as follows:

SUBSCRIBED for and on behalf of the said MotoFirst Limited by two Directors being

Intertrust Directors 1 Limited, as Director




.....(Signature of Director)

At: London (place of signature)

On: 22 November 2017 (date of signature)

before this witness



.....(Signature)

Orey Salu

.....(Name)

35 Great St. Helen's

London

.....(Address)

and

EC3A 6AP

Intertrust Directors 2 Limited, as Director

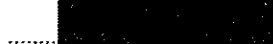


.....(Signature of Director)

At: London (place of signature)

On: 22 November 2017 (date of signature)

before this witness



.....(Signature)

Orey Salu

.....(Name)

35 Great St. Helen's

London

.....(Address)

EC3A 6AP

SUBSCRIBED for and on behalf of the said **FIRSTRAND BANK LIMITED** acting through its
London Branch

by its duly appointed Attorney

by(Signature of Attorney)

At: London (place of signature)

On: 22 November 2017 (date of signature)

before this witness

.....(Signature)

Orey Salu (Name)

35 Great St. Helen's (Address)
London
EC3A 6AP

