



Registration of a Charge

Company name: **CYAN AUTO RECEIVABLES LIMITED**

Company number: **10809767**

Received for Electronic Filing: **09/01/2019**



X7WRSN77

Details of Charge

Date of creation: **28/12/2018**

Charge code: **1080 9767 0081**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED AS SECURITY TRUSTEE**

Brief description:

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: **VEE ABBASS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10809767

Charge code: 1080 9767 0081

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th December 2018 and created by CYAN AUTO RECEIVABLES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th January 2019 .

Given at Companies House, Cardiff on 11th January 2019

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

ASSIGNATION IN SECURITY

between

- (1) **CYAN AUTO RECEIVABLES LIMITED**, a private limited company incorporated in England and Wales (registered number 10809767), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the "**Borrower**");

and

- (2) **BLUE MOTOR FINANCE LIMITED**, a company incorporated in England and Wales with limited liability (registered number 02738187), and having its registered office at Darenth House, 84 Main Road, Sundridge, Kent, TN14 6ER (the "**Seller**")

WHEREAS:

- (A) This deed is supplemental to a deed of charge dated on or before the effective date of this deed (the "**Deed of Charge**") and made between, *inter alios*, the Borrower, the Seller and Citicorp Trustee Company Limited, a limited liability company, incorporated in England and Wales (registered number 00235914), and having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the "**Security Trustee**", which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Deed of Charge);
- (B) In terms of the Deed of Charge the Security Trustee, amongst other things, holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors;
- (C) A Vehicle Declaration of Trust with an effective date of even date with the effective date of this deed (the "**Vehicle Declaration of Trust**") has been entered into between the Seller and the Borrower, in terms of which certain Vehicles and the Ancillary Rights in relation thereto (including any Vehicle Sale Proceeds relative thereto) as more fully specified therein (the "**Vehicle Trust Property**") are held in trust by the Seller for the Borrower; and
- (D) This deed is made by the Borrower and the Seller in favour of the Security Trustee in accordance with and pursuant to clause 3.7 (*Scottish Security*) of the Deed of Charge.

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

1. The master definitions schedule made between, amongst others, the Borrower and the Seller dated on or before the effective date of this deed (as amended and restated from time to time) (the "**Master Definitions Schedule**") is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this deed, including the recitals hereto and this deed shall be construed in accordance with the interpretation provisions set out in the Master Definitions Schedule.
2. The Borrower as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 18 (*Release*) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Liabilities the Borrower's whole right, title and interest, present and future, in and to the Vehicle Trust Property and in and to the Vehicle Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.
3. The Borrower (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignment in security made in terms of clause 2 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 Vehicle Trust Property or the Vehicle Declaration of Trust or any part thereof.
4. The parties hereby agree that all 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 clause 3 (Creation of Security) of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in clause 2 hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith 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.

5. 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 the Vehicle Declaration of Trust 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.
6. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed in counterpart by the parties as undernoted with an effective date of 31 December 2018 and with the counterparts executed by Cyan Auto Receivables Limited and Blue Motor Finance Limited being treated as delivered on such date and in such order:

SUBSCRIBED for and on behalf of the said
CYAN AUTO RECEIVABLES LIMITED

at LONDON

on 28/12/2018

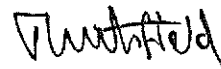
by two of its Directors

Tom Litchfield

Print Name

Aimee Bibizadeh

Print Name

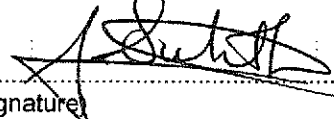


Intertrust Directors 1 Limited



Intertrust Directors 2 Limited

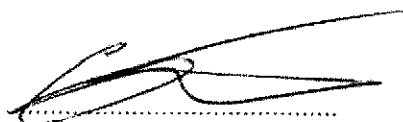
both before this witness:


..... Witness
(Signature)

Priya Jeyaseelan
..... (Print Name)

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

SUBSCRIBED for and on behalf of the said
BLUE MOTOR FINANCE LIMITED



at Sundridge
on 28 December 2018
by Maksym Senchyna

Authorised Signatory

before this witness

MARK HOLDEN

Witness

Mark Holden

Full Name

13 Darent Close Chipstead
Sevenoaks TN13 2RX

Address