



**Registration of a Charge**

Company name: **AUTO ABS UK LOANS 2017 PLC**

Company number: **10904704**

Received for Electronic Filing: **20/12/2017**



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**Details of Charge**

Date of creation: **13/12/2017**

Charge code: **1090 4704 0003**

Persons entitled: **WELLS FARGO TRUST CORPORATION LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 10904704

Charge code: 1090 4704 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2017 and created by AUTO ABS UK LOANS 2017 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2017 .

Given at Companies House, Cardiff on 21st 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**



# SCOTTISH SUPPLEMENTAL SECURITY

## ASSIGNATION IN SECURITY

### BETWEEN:

- (1) **AUTO ABS UK LOANS 2017 PLC** (registered number 10904704) whose registered office is at 35 Great St. Helen's, London EC3A 6AP, United Kingdom (the **Issuer**); and
- (2) **PSA FINANCE UK LIMITED** (registered number 01024322) whose registered office is at Quadrant House, Princess Way, Redhill, Surrey RH1 1QA, United Kingdom (the **Seller**).

### CONSIDERING THAT:

- (A) The Seller, in terms of the Receivables Sale Agreement, has delivered or will deliver to the Issuer a Notice of Sale dated on or around the effective date hereof (the **Notice of Sale**) pursuant to which, *inter alia*, the Seller has entered or will enter into: (i) an assignment and trust deed dated on or about the effective date hereof (the **Scottish Transfer**) in respect of the Scottish Assets (as defined therein) whereby, *inter alia*, a trust is declared in favour of the Issuer over the Scottish Assets (the **Scottish Trust**); and (ii) a declaration of trust dated on or about the effective date hereof in respect of certain Financed Vehicles and the Car Resale Price Receivables in relation thereto (the **Scottish Cars Trust**) in favour of the Issuer (the **Scottish Cars Declaration of Trust**); and
- (B) The Issuer has, pursuant to Clause 5 (Scottish Supplemental Security) of the deed of charge entered into on 15 November 2017 among, *inter alios*, the Issuer, the Seller and Wells Fargo Trust Corporation Limited, a company incorporated in England and Wales (registered number 04409492) whose registered office is at One Plantation Place, 30 Fenchurch Street, London EC3M 3BD (the **Trustee**) (the **Deed of Charge**), agreed to enter into this deed as security for the Secured Amounts. This deed is supplemental to the Deed of Charge.

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 Schedule dated 15 November 2017 and signed for the purposes of identification by the Issuer and the Trustee.
2. The Issuer undertakes to the Trustee (for its own account and as 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 Trustee, and its successors and assignees, its whole right, title, interest and benefit, present and future, in, to, under and relative to:
  - 3.1 the Scottish Trust and in and to the Scottish Transfer; and



- 3.2 the Scottish Cars Trust and in and to the Scottish Cars Declaration of Trust.
4. 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.
5. The Issuer hereby intimates (for itself and on behalf of the Trustee) this assignment to the Seller, and the Seller hereby acknowledges such intimation.



6. This deed shall be governed by and construed in accordance with Scots law.
7. Where executed in counterparts:
- 7.1 this deed shall not take effect until all of the counterparts have been delivered;
- 7.2 each counterpart will be held as undelivered until the Scottish Transfer and the Scottish Cars Declaration of Trust have become effective and the parties agree a date (being the effective date of the Scottish Transfer and the Scottish Cars Declaration of Trust or a later date) on which the counterparts are to be treated as delivered; and
- 7.3 the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed

IN WITNESS WHEREOF these presents consisting of this and the [preceding page] are executed in counterpart with an effective date of 13 December 17 and with the counterparts executed by the Issuer and the Seller being treated as delivered on such date in such order as follows:

SUBSCRIBED for and on behalf of  
AUTO ABS UK LOANS 2017 PLC

at LONDON  
on 13/12/2017  
by: \_\_\_\_\_

per pro Intertrust Directors 1 Limited, as  
Director

(Print Name)

[Signature]  
per pro Intertrust Directors 2 Limited, as  
Director

(Print Name)

Both before this witness:

[Signature]  
(Witness Signature)

[Name]  
(Witness Name)

[Address]  
(Witness Address)

35 Great St Helens  
London  
EC3A 6AP



**SUBSCRIBED** for and on behalf of  
**PSA FINANCE UK LIMITED**

at Redhill.....

on 13/12/2017.....

by:

\_\_\_\_\_  
(Print Name)                      (Signature)                      as Authorised Signatory

\_\_\_\_\_  
(Print Name)                      (Signature)                      as Authorised Signatory