



**Registration of a Charge**

Company name: **ORBITA FUNDING 2017-1 PLC**

Company number: **10944699**



X720RB3E

Received for Electronic Filing: **19/03/2018**

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**Details of Charge**

Date of creation: **16/03/2018**

Charge code: **1094 4699 0006**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED**

Brief description: **REFER TO THE SCOTTISH SUPPLEMENTAL CHARGE DOCUMENTATION**

**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 THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **INTERTRUST CORPORATE SERVICES LIMITED, AS SECRETARY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10944699

Charge code: 1094 4699 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2018 and created by ORBITA FUNDING 2017-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2018 .

Given at Companies House, Cardiff on 21st March 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

  
Intertrust Corporate Services Limited  
as Secretary

**SCOTTISH SUPPLEMENTAL CHARGE**

**ASSIGNATION IN SECURITY**

by

- (1) **ORBITA FUNDING 2017-1 PLC**, a company incorporated in England and Wales with limited liability (registered number 10944699) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (the "Issuer")

In favour of

- (2) **CITICORP TRUSTEE COMPANY LIMITED** (company number 00235914 whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the "Trustee", which expression shall include such company and all other persons or companies for the time being acting as security trustee (or co-trustee) pursuant to the terms of the Trust Deed and the Deed of Charge)

with intimation to and acknowledgment by

- (3) **CLOSE BROTHERS LIMITED**, a private company with limited liability (registered number 195626) incorporated under the laws of England and Wales, with its registered office at 10 Crown Place, London EC2A 4FT (the "Seller").

**WHEREAS**

- (A) This deed is supplemental to a deed of charge dated 23 November 2017 entered into by, among others, the Issuer, the Seller and the Trustee (the "Deed of Charge").
- (B) Pursuant to the Receivables Sale and Purchase Agreement, the Seller has sold, transferred and assigned to the Issuer all beneficial rights to certain Purchased Receivables. Some of such Receivables are Scottish (the "relevant Scottish Purchased Receivables").
- (C) Legal title to the relevant Scottish Purchased Receivables is and will continue to be held by and vested in the Seller.
- (D) Pursuant to clause 2.2 of the Receivables Sale and Purchase Agreement, a declaration of trust forming part of a Transfer Notice dated 16 March 2018 (the "Scottish Declaration of Trust") has been granted by the Seller in favour of the Issuer and delivered, in terms of which the relevant Scottish Purchased Receivables and other related Ancillary Rights as more fully specified therein (the "Scottish Trust Property") are held in trust by the Seller for the Issuer.
- (E) The Seller has confirmed that it holds the beneficial interest in the Scottish Trust Property for the Issuer.
- (F) Pursuant to Clause 3.6 (*Scottish Trust and Scottish Vehicle Sales Proceeds Floating Charge Security*) of the Deed of Charge, the Issuer now proposes to assign by way of security to the Trustee its rights under the Scottish Declaration of Trust.

## WITNESSES

1. The master definitions schedule signed by, amongst others, the Issuer, the Seller and the Trustee and dated on or about 23 November 2017 (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. This deed is a Scottish Supplemental Charge referred to in the Master Definitions Schedule.
3. The Issuer, as holder of the beneficial interest or (as applicable) the security holder's interest therein, with absolute warrandice and subject to Clause 15 (*Release*) of the Deed of Charge, (to the extent not already assigned pursuant to the Deed of Charge) hereby assigns to and in favour of the Trustee by way of first fixed security for the payment or discharge of the Secured Liabilities:
  - (a) all its right, title, interest and benefit, present and future, in, under and pursuant to the Scottish Declaration of Trust; and
  - (b) all its right, title, interest and benefit, present and future, in and to the Scottish Trust Property including the benefit of all covenants, undertakings, representations, warranties and indemnities in respect thereof, all powers and remedies of enforcement and/or protection thereunder, all rights to receive payment of all amounts assured or payable (or to become payable) thereunder, all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable thereunder and all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof;surrogating and substituting the Trustee in its full right and place therein and thereto.
4. The Issuer hereby confirms 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 the Deed of Charge shall be deemed to be repeated herein and shall apply mutatis mutandis to the property referred to in Clause 3 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. The Trustee will exercise its powers and authority under this Deed in the manner provided for in the Deed of Charge and in the Trust Deed and, in so acting, the Trustee shall have the protection, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Trust Deed and the other Transaction Documents.

6. The Issuer and the Trustee hereby intimate the assignation made in terms of Clause 3 hereof to the Seller, and the Seller by its execution hereof acknowledges such intimation.
7. This deed may be executed in any number of counterparts and by each of the parties on separate counterparts.
- 7.1 Where executed in counterparts:
  - (a) this deed will not take effect until each of the counterparts 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 blank provided for the effective date of this deed.


8. This deed will be governed and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF this deed is executed in counterpart by the parties as undernoted, and having an effective date of 16 February 2018:

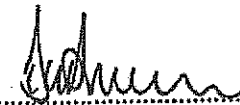
SUBSCRIBED for and on behalf of the said  
**ORBITA FUNDING 2017-1 PLC**

acting by two directors

per pro Intertrust Directors 1 Limited



per pro Intertrust Directors 2 Limited



at: LONDON

on: 16 / 03 / 2018

Subscribed for and on behalf of

**CLOSE BROTHERS LIMITED**

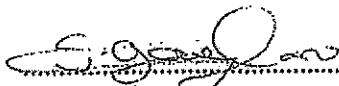
by



KEVIN MCHANE  
(Director/Authorised Signatory)

Date:

in the presence of:

  
Witness signature

STEPHEN GAUGHAN  
Witness name

Close Brothers Limited

10 Crown Place

London

Witness address

EC2A 4FT

Subscribed for and on behalf of

**CITICORP TRUSTEE COMPANY  
LIMITED**

by

.....  
(Authorised Attorney)

DAVIDE PLUCHINO

Date:

in the presence of:

.....  
Witness signature

.....  
Stuart N. Hoare  
Vice President  
Witness name

.....  
Citibank, N.A.  
Citigroup Centre  
33 Canada Square  
Canary Wharf  
London E14 5LB  
Witness address