



Registration of a Charge

Company name: **MOTOPARK FINANCE PLC**

Company number: **11077816**



X7XQ5DBF

Received for Electronic Filing: **23/01/2019**

Details of Charge

Date of creation: **21/01/2019**

Charge code: **1107 7816 0014**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

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 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: **DAVID MORTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11077816

Charge code: 1107 7816 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st January 2019 and created by MOTOPARK FINANCE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2019 .

Given at Companies House, Cardiff on 25th 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

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT
DATE 23/1/19
SIGNED *[Signature]*
DLA PIPER SCOTLAND LLP

THIS ASSIGNATION IN SECURITY is delivered on 21 January 2019

BY:

- (1) **MOTOPARK FINANCE PLC** (registered number 11077816) and having its registered office at 11th Floor, 200 Aldersgate Street, London, EC1A 4HD (the "**Beneficiary**")

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

in favour of
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, a company incorporated under the laws of England and Wales with registered number 06447555 whose registered office is at 8 Canada Square, London E14 5HQ, United Kingdom (the "**Trustee**").

BACKGROUND:

- A In terms of a declaration of trust dated 21 January 2019 between the Seller and the Beneficiary (the "**Scottish Declaration of Trust**") the Seller declared a trust over the Scottish Sales Assets (as defined therein) in favour of the Beneficiary
- B Under a Scottish vehicle sales proceeds floating charge dated 23 January 2018 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
- C The Beneficiary has agreed to assign its interest in the said Scottish Trust Property 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 Trustee in security for the Secured Obligations.

IT IS AGREED:

1. In this Assigation (including the Recitals hereto) words and expressions shall (unless otherwise defined in this Assigation 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 23 January 2018 and made between the Beneficiary and the Trustee and as amended or amended and restated from time to time.
2. The Beneficiary covenants with and undertakes to the 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 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 Sales Assets defined therein) and (ii) the Scottish Vehicle Sales

Proceeds Floating Charge (and the Scottish Vehicle Sales Proceeds defined therein), surrogating and substituting the Trustee in its full right and place therein and thereto.

4. The Beneficiary hereby intimates to the Seller the assignation in security made in terms of clause 3 hereof and the Seller by its execution of this Assignation 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 Sales 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 Assignation is executed in counterparts:


- (a) this Assignation 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 one of this Assignation.

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 two pages are executed for and on behalf of the Beneficiary and the Seller as follows:

SUBSCRIBED by the said MOTOPARK FINANCE PLC by two Directors being

MAPLESFS UK CORPORATE DIRECTOR NO. 1 LIMITED, as Director

..... (Signature of authorised signatory of MaplesFS UK Corporate Director No.1 Limited)

Jennifer Jones
.....(Name of authorised signatory)

At London (place of signature)

On 21 January 2019 (date of signature)

before this witness


.....(Signature)

Vicor B. BALANCE (Name)

11th Floor, 200 Aldersgate Street.....(Address)

London EC1A 4HD, England
and

MAPLESFS UK CORPORATE DIRECTOR NO. 2 LIMITED, as Director

..... (Signature of authorised signatory of MaplesFS UK Corporate Director No.2 Limited)

Charles Leahy
..... (Name of authorised signatory)

At London (place of signature)

On 21 January 2019 (date of signature)

before this witness

.....(Signature)

Vicor B. BALANCE.....(Name)

11th Floor, 200 Aldersgate Street.....(Address)

London EC1A 4HD, England

SUBSCRIBED by the said
FirstRand Bank Limited, acting through its London Branch
by its duly appointed Attorney
At London (place of signature)

On 21 January 2019 (date of signing)

by (Signature of Attorney)

COLIN DOUGLAS WALEFIELD(Name of Attorney)

before this witness

(Signature)

VICTOR BUJALANCE(Name)

.....11th Floor, 200 Aldersgate Street(Address)
London EC1A 4HD, England