



Registration of a Charge

Company name: **BAVARIAN SKY UK-C LIMITED**

Company number: **11942650**



X9IZSNR6

Received for Electronic Filing: **01/12/2020**

Details of Charge

Date of creation: **18/11/2020**

Charge code: **1194 2650 0003**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED AS 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 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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11942650

Charge code: 1194 2650 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2020 and created by BAVARIAN SKY UK-C LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2020 .

Given at Companies House, Cardiff on 2nd December 2020

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

by

- (1) **BAVARIAN SKY UK-C LIMITED** a company incorporated in England and Wales with limited liability (registered number 11942650) whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (the "**Issuer**");

In favour of

- (2) **WILMINGTON TRUST (LONDON) LIMITED** (registered number 05650152), whose registered office is at Third Floor, 1 King's Arms Yard, London, EC2R 7AF (in its capacity as the "**Trustee**", which expression shall include such company and all other persons or companies for the time being acting as Trustee pursuant to the terms of the Trust Deed).

WHEREAS

- (A) This deed is supplemental to a deed of charge dated 20 May 2019 and amended and restated on 20 November 2020 entered into by, among others, the Issuer, BMW Financial Services (GB) Limited, a private limited company incorporated in England and Wales and having its registered office at Summit One, Summit Avenue, Farnborough, Hants, England GU14 0FB (the "**Seller**") and the Trustee (the "**Deed of Charge**").
- (B) Pursuant to the Receivables 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 the Receivables Purchase Agreement, a declaration of trust forming part of a Transfer Notice dated 20 November 2020 (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.

WITNESSES

1. Schedule 1 (*Master Definitions Schedule*) of the incorporated terms memorandum signed by, amongst others, the Issuer, the Seller and the Trustee and dated on or about 20 May 2019 and amended and restated on 20 November 2020 (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 the 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 9 (*Redemption and 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 Obligations:
 - (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. This deed shall be deemed delivered to the Trustee on receipt by the Trustee of a copy (duly executed by the Issuer) of this deed (whether by fax, e-mail or otherwise) and whether or not the principal of this deed is also physically delivered.

7. Notice of this deed and the assignation in security constituted hereby shall be deemed to be given to the Seller on receipt by the Seller of a copy (duly executed by the Issuer) of this deed (whether by fax, e-mail or otherwise) whether or not acknowledged thereon.

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

IN WITNESS WHEREOF this deed is executed as follows:

SUBSCRIBED for and on behalf of the
said BAVARIAN SKY UK-C LIMITED

acting by its director



Ioannis Kyriakopoulos

Director

at: London

on: 18 November 2020

in the presence of:

Witness signature:



Witness name: Natalia Yanshina

Witness occupation:

Client Services Officer

Witness address:

Third Floor
1 King's Arms Yard
London
EC2R 7AF

We, **BMW FINANCIAL SERVICES (GB) LIMITED** as Seller hereby acknowledge receipt of a copy of the foregoing Scottish Supplemental Charge and the assignation in security constituted thereby.

Acknowledged for and on behalf of

**BMW FINANCIAL SERVICES (GB)
LIMITED**

by



CHRIS SINCLAIR (Director) CHIEF RISK OFFICER

Date: 17 November 2020

in the presence of:

Witness signature



Witness name

SHARON SINCLAIR

Witness occupation

LEARNING SUPPORT ASSISTANT

Witness address

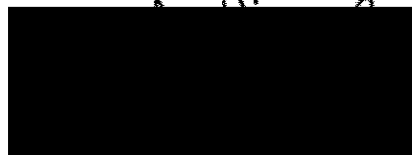
32 NEW ROAD
GOLDEN COMMON
WINCHESTER SOURTH

We, **BMW FINANCIAL SERVICES (GB) LIMITED** as Seller hereby acknowledge receipt of a copy of the foregoing Scottish Supplemental Charge and the assignation in security constituted thereby.

Acknowledged for and on behalf of

**BMW FINANCIAL SERVICES (GB)
LIMITED**

by *Ursula Wingfield*

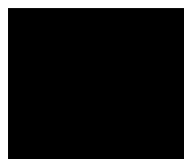


(Director)

Date:

18 November 2020

in the presence of:



Witness signature

Witness name *JUSTIN WINGFIELD*

Witness occupation *SELF EMPLOYED*

Witness address *17 NETHERTON ROAD
TWICKENHAM
TW17LZ
UK*