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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

117486/13,

CHFP000

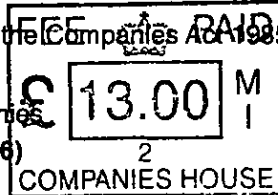
A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)



For Official use

Company Number

772784

Name of Company

FCE Bank plc (the "Company")

*insert full name of company

Date of creation of the charge

20 April 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A security power of attorney (the "Power of Attorney") granted by the Company (the "Seller", the "Servicer" or "FCE") in favour of SEB Leasing Oy (the "Purchaser")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

SEB Leasing Oy

Unioninkatu, 30, 00100 Helsinki, Finland

Postcode

Presentor's name address and reference (if any)

Linklaters

One Silk Street

London EC2Y 8BJ

Tel 020 7456 2000

Ref Adedayo Ajibabe

Please return
via
Col London Courier

Time critical reference

For official Use
Mortgage Section

Post room

MONDAY



LD3

L8ID4P5M

30/04/2007

471

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed Linklaters

Date 30 April 2007

On behalf of company

Note

[†] Delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc., as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

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Amount secured by the mortgage or charge

- (a) To give notice to each Receivables Debtor of the termination and replacement of the appointment of FCE Bank plc as servicer made under the Receivables Sale and Servicing Agreement, and, in this connection, to sign whatever document, either public or private, and to carry out such actions which may be necessary for that purpose,
- (b) to execute and deliver any notification to the Receivables Debtors necessary or consequent of the previous (a),
- (c) to execute and deliver any deed or documents or take any action as may be necessary to notify to third parties the assignment of Purchased Receivables, including its re-registration at any Finnish public registry,
- (d) to re-register the Retention of Title over the Vehicles related to the Purchased Receivables in the name of the Purchaser in Vehicles Registry maintained by the Finnish Vehicles Administration (in its "Ajoneuvohallintokeskus" "AKE") (including any action which might be required in order to confirm the transfer to the Purchaser of the Retention of Title over the Vehicles related to the Purchased Receivables) upon the termination of the appointment of the Servicer and/or, when it is required to exercise the rights arisen to the Purchaser against a Receivables Debtor over the vehicle in which the Seller retained the title being sufficient for this purpose the Purchaser's statement on this regard to the third party or authority whom they exercise this authority
- (e) to evidence and communicate the assignment of Purchased Receivables and the assignment of the Seller's Retention of Title over the Vehicles related to the Purchased Receivables before any Finnish court, authority or any other third party (public or private),
- (f) to notify the Repossessed Vehicles Subcontractors of the assignment and transfer by the Seller to the Purchaser of all its rights over the Repossessed Vehicles,
- (g) to substitute and/or delegate the exercise of the powers granted by virtue of this Power of Attorney, and
- (h) to take such actions and execute and deliver such documents as may be required for the exercise of the powers in section (a) to (g) above

Name of Company

FCE Bank plc

Company Number

772784

Short particulars of all the property mortgaged or charged

The Seller declares that, the Power of Attorney having been granted to secure the performance of continuing obligations owed to the Purchaser, as set out in section (a) to (h) of the amount secured by the mortgage or charge, the powers created by it be irrevocable and shall not be affected by the bankruptcy, liquidation, receivership of the Seller or the making of an administration order or appointment of an administrative receiver in respect of, or any other equivalent event affecting, the Seller

Note In this Form, except to the extent that the context requires otherwise

"Loan Agreement" means a loan agreement between the Seller as lender and one or more borrowers,

"Portfolio" means, at any time, all Purchased Receivables at that time,

"Purchased Loan Agreement" means the Loan Agreement from which a Purchased Receivable is derived,

"Purchased Receivables" means the Receivables sold by the Seller to the Purchaser that have not been repurchased or reassigned in accordance with the Receivables Sale and Servicing Agreement

"Receivables" means all the right, title, interest and benefits of the Seller in and to a Loan Agreement including the Seller's ancillary rights in respect of such Loan Agreement,

"Receivables Debtor" means, in relation to a Receivable, each and any physical or legal person who has entered into the Loan Agreement from which such Receivable derives as a borrower and/or guarantor or any successor thereto,

"Receivables Sale and Servicing Agreement" means each of the agreements signed on 23 April 2007 by FCE and VCFF with the Purchaser dealing with the sale of and servicing provided in relation to the Portfolio,

"Repossessed Vehicles" means any Vehicle in relation to the Purchased Receivables that has been repossessed by, or delivered to, the Servicer in the course of exercising its services,

"Repossessed Vehicles Subcontractor" means any third party providing any kind of service to the Servicer in relation to Repossessed Vehicles,

"Retention of Title" means the rights that the seller can exercise over the Vehicles related to the Purchased Loan Agreements in which the Seller retains title in case of default by the Receivables Debtor, in accordance with the Finnish Instalment Credit Act and Chapter 7 of the Consumer Protection Act,

"VCFF" means "*Volvo Henkilöautorahtaus Suomi Oy*" (*Volvo Personbilsfinans Ab*, Volvo Car Finance Finland Ltd), a limited liability company organised under the laws of Finland,

"Vehicle" means any car, off-road vehicle, van, light truck or motorcycle purchased using the proceeds of a loan by a Receivables Debtor

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 00772784

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY POWER OF ATTORNEY DATED THE 20th APRIL 2007 AND CREATED BY FCE BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SEB LEASING OY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MAY 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES