

M**Particulars of a mortgage or charge****395****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

Pursuant to section 395 of the Companies Act 1985

Please complete
legibly, preferably
in black type or
bold block letteringTo the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

22

00772784

Name of Company

*insert full name of
company

FCE BANK PLC (the "Company")

Date of creation of the charge

23 June 2009

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

A Collection Account Pledge Agreement dated 23 June 2009 between the Company acting as Pledgor and Custodian, Calyon and Gestion et Titrisation Internationales (the "Collection Account Pledge Agreement").

Amount secured by the mortgage or charge

The Pledge was made by the Company in favour of the Beneficiary over the Pledged Balance in order to secure the full and punctual payment, performance and discharge of the Secured Liabilities.

The Secured Liabilities are defined as the financial obligations (*obligations financières*) of the Company under the Servicing Agreement to transfer and pay all Collections received with respect to the Purchased Receivables to the Compartment (for further definitions please see the Schedule).

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

Globaldrive France VFN Compartment 2009 of Globaldrive France 2, represented by Gestion et Titrisation Internationales (the "Beneficiary")

31 rue Saint Augustin

75002 Paris, France

Postcode

Presentor's name address and
reference (if any):

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
CH London Courier

Ref: Judith Livingstone
0207 456 4798

Time critical reference

For official Use
Mortgage Section

Post room

MONDAY



L46H98B7

LD4

06/07/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

In order to secure the full and punctual payment, performance and discharge of the Secured Liabilities the Company irrevocably pledged the Pledged Balance in favour of the Beneficiary subject to and in accordance with Article L.211-38 of the French Monetary and Financial Code.

The Pledged Balance means the balance, either provisional or final (and subject to the regularisation of any current operations (*régularisation d'opérations en cours*) including, for the avoidance of doubt, any direct debit rejections) standing to the credit of the Collection Account from time to time.

The Parties agreed that interest accruing on the credit balance of the Collection Account in accordance with the Collection Account Agreement shall not be credited to the Collection Account, but shall be credited to such other account in the name of the Company as agreed between the Company and the Collection Account Bank from time to time. Accordingly, such interest shall not form part of the Pledged Balance (for further definitions, please see the Schedule).

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Particulars as to commission allowance or discount (note 3)

None

Signed Luhloter Ltd

Date 2 JULY 2005

On behalf of company

Please do not write in this margin

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

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

¹ Delete as appropriate

Note

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 situate 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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Schedule of Definitions

"Additional Collection Account"	means the bank account into which amounts received from Receivables Debtors may be deposited in accordance with clause 7.7 of the Servicing Agreement;
"Additional Purchased Receivables"	has the meaning given to it in the Master Definitions Agreement;
"Assets of the Compartment"	has the meaning given to it in the Master Definitions Agreement;
"Closing Date"	means 25 June 2009;
"Collection Account"	means the pledged collection account located in France and opened in the name of the Pledgor in the books of the Collection Account Bank with the following number: 000247045711-47;
"Collection Account Agreement"	<p>means:</p> <p>(a) the general conditions of the collection account agreement (<i>conditions générales de la convention de compte courant</i>) dated 21 June 2006 as amended from time to time and the special conditions (<i>conditions particulières</i>) applicable to the collection account, as supplemented by the collection account mandate (<i>lettre de procuration</i>) dated 27 August 2004 as amended from time to time and in particular on 8 June 2009, each between Calyon and the Servicer; and</p> <p>(b) the bank account agreement relating to any Additional Collection Account;</p>
"Collection Account Bank"	means Calyon under the terms of each Collection Account Agreement and each other bank with whom an Additional Collection Account is held, provided that such bank has a minimum short-term rating of A-1 by S&P;
"Collections"	means Loan Collections and/or Lease Collections, as the context requires;
"Company"	means FCE Bank PLC;
"Compartment"	means "GLOBALDRIVE FRANCE VFN COMPARTMENT 2009", a compartment of the Fund, established jointly by Gestion et Titrisation Internationales, in its capacity as Management Company and the Company, in its capacity as Custodian and governed by (i) articles L. 214-42-1 to L. 214-49-14 and articles R. 214-92 to R. 214-114 of the French Monetary and Financial Code, (ii) the terms of the General Regulations and (iii) the terms of the Compartment Regulations;
"Compartment Regulations"	means the compartment regulations dated 23 June 2009 and made between the Management Company and the Custodian;

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"Custodian"	means the Company in its capacity as custodian of the Assets of the Compartment under the Compartment Regulations and, more generally, custodian of the assets of the Fund, under the General Regulations;
"Depositor"	means FCE Bank PLC;
"French Monetary and Financial Code"	means the French <i>Code Monétaire et Financier</i> ;
"Fund"	means the <i>fonds commun de titrisation à compartiments</i> "GLOBALDRIVE FRANCE 2" established jointly by Gestion et Titrisation Internationales, in its capacity as Management Company, and the Company, in its capacity as Custodian, governed by (i) articles L.214-42-1 to L.214-49-14 and articles R. 214-92 to articles R. 214-114 of the French Monetary and Financial Code and (ii) the General Regulations;
"General Regulations"	means the agreement dated 23 June 2009 between the Management Company and the Custodian and relating to the establishment, operation and liquidation of the compartments of the Fund;
"Initial Purchased Receivables"	has the meaning given to it in the Master Definitions Agreement;
"Lease Collections"	has the meaning given in clause 5.2 of the Servicing Agreement;
"Loan Collections"	has the meaning given in clause 5.1 of the Servicing Agreement;
"Management Company"	means <i>Gestion et Titrisation Internationales</i> ;
"Master Definitions Agreement"	means the agreement dated 23 June 2009 and made between, among others, the Management Company, the Custodian, the Seller, the Servicer and the Depositor;
"Modification Payment"	has the meaning given to it in the Master Definitions Agreement;
"New Servicer"	has the meaning given to it in the Master Definitions Agreement;
"Party"	means a party to the Collection Account Pledge Agreement and "Parties" shall mean all of them;
"Pledge"	means the pledge made in favour of the Beneficiary over the Pledged Balance under the Collection Account Pledge Agreement;
"Pledgor"	means the Company;
"Purchased Receivables"	means the Initial Purchased Receivables and any Additional Purchased Receivables;
"Receivables Debtors"	has the meaning given to it in the Master Definitions Agreement;
"Seller"	means the Company, acting through its French branch;
"Servicer"	means the Seller or, following the termination of its appointment as servicer of the Purchased Receivables under the Servicing Agreement, any New Servicer of the Purchased Receivables

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"Servicing Agreement"

appointed in accordance with the Servicing Agreement;
means the servicing agreement dated 23 June 2009 between
the Management Company, the Custodian and the Servicer in
respect of the Purchased Receivables;

"S&P"

has the meaning given to it in the Master Definitions Agreement;



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 772784
CHARGE NO. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COLLECTION ACCOUNT PLEDGE
AGREEMENT DATED 23 JUNE 2009 AND CREATED BY FCE
BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO GLOBALDRIVE FRANCE VFN
COMPARTMENT 2009 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 6 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JULY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES