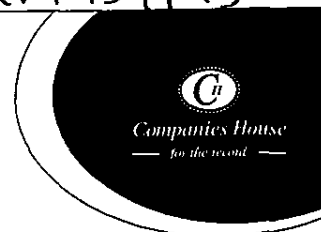


MG01

Particulars of a mortgage or charge

219734113



A fee is payable with this form.
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to re-
gister particulars of a charge for a Scottish
company. To do this, please use
form MG01s

FRIDAY



A25 11/06/2010 128
COMPANIES HOUSE

for official use

1 Company details

Company number 7 7 2 7 8 4

Company name in full FCE Bank plc (the "Pledgor")

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ^d2 ^d7 ^m0 ^m5 ^y2 ^y0 ^y1 ^y0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description An Austrian Account Pledge Agreement dated 27 May 2010, entered into between Globaldrive
Austria Retail Lease VFN 1 B V, a private company incorporated in The Netherlands (the
"Pledgee") and FCE Bank plc (the "Pledgor") (the "Austrian Account Pledge Agreement")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The prompt, unconditional and complete discharge and satisfaction of
any and all obligations (present and future, actual and contingent)
which are (or are expressed to be) or become owing by the Pledgor to
the Pledgee under the Receivables Sale Agreement and the
Receivables Servicing Agreement (the "Secured Liabilities")

Capitalised terms are defined in the Continuation Pages to Section 6
of this Form MG01

Continuation page

Please use a continuation page if
you need to enter more details

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	Globaldrive Austria Retail Lease 1 B V (the "Issuer")
Address	Herengracht 450, 1017 Amsterdam
	The Netherlands
Postcode	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Austrian Account Pledge Agreement unless otherwise specified. References in this Form MG01 to the Austrian Account Pledge Agreement or to any other document include reference to the Austrian Account Pledge Agreement, or to such other document as varied in any manner from time to time.

Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Austrian Account Pledge Agreement creates a charge as follows

The Pledgor hereby pledges as security by way of first priority pledge its present and future monetary rights, claims and receivables held in, accruing on, standing to the credit or arising in relation to each of its Pledged Collection Accounts including all interest payable thereon, together with all ancillary rights and claims associated with each of its Pledged Collection Accounts. The Pledgee hereby accepts such Pledges.

Definitions

"Austrian Branches" means Ford Bank Austria Zweigniederlassung der FCE Bank plc, Volvo Car Finance Zweigniederlassung der FCE Bank plc, Land Rover Financial Services Zweigniederlassung der FCE Bank plc, Jaguar Financial Services Zweigniederlassung der FCE Bank plc and Mazda Bank Austria Zweigniederlassung der FCE Bank plc, the Austrian branches of FCE Bank plc and "Austrian Branch" means each of them.

"Closing Date" means 27 May 2010.

"Collateral Agent" means Deutsche Trustee Company Limited.

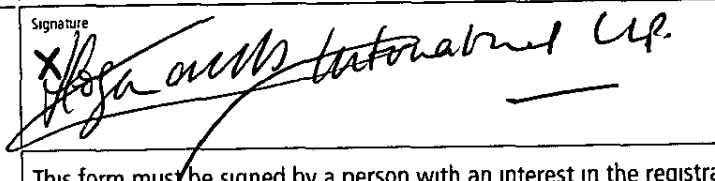
"Collection Account Bank" means Unicredit Bank Austria AG.

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
Commission allowance or discount	None

8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)
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9	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature  </div> This form must be signed by a person with an interest in the registration of the charge
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MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sharon Lewis

Company name Hogan Lovells International LLP

Address 69 Avenue Franklin Roosevelt

Post town Paris

County/Region

Postcode

				7	5	0	0	8
--	--	--	--	---	---	---	---	---

Country France

DX

Telephone +33 1 53 67 23 71



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(Definitions continued)</p> <p>"Deed of Charge" means the deed of charge dated on or about the Closing Date between, inter alia, the Pledgee and the Security Trustee</p> <p>"Pledge(s)" means the pledge(s) constituted by the Austrian Account Pledge Agreement</p> <p>"Pledged Collection Accounts" means each of the following bank accounts, held with the Collection Account Bank</p> <p>IBAN number SWIFT / BIC code Bank account name / description</p> <p>IBAN AT39 1100 0009 5028 9900/SWIFT BKAUATWW (Ford Retail current account)</p> <p>IBAN AT40 1100 0099 6980 5200/SWIFT BKAUATWW (VCF current account)</p> <p>IBAN AT02 1100 0099 6980 8600/SWIFT BKAUATWW (LRFS current account)</p> <p>IBAN AT64 1100 0099 6981 0200/SWIFT BKAUATWW (JFS current account)</p> <p>IBAN AT49 1200 0520 8150 4101/SWIFT BKAUATWW (Mazda Bank current account)</p> <p>"Receivables Sale Agreement" means the receivables sale agreement dated on or about the Closing Date between the Pledgee, the Pledgor (in its capacity as Seller), the Collateral Agent, the Security Trustee and the Trustee</p> <p>"Receivables Servicing Agreement" means the receivables servicing agreement dated on or about the Closing Date between the Pledgee, the Pledgor (in its capacity as Servicer), the Collateral Agent and the Security Trustee</p> <p>"Security Trustee" means Deutsche Trustee Company Limited or any successor therefor and/or additional Security Trustee appointed to the Deed of Charge</p> <p>"Trust Deed" means the trust deed dated on or about the Closing Date between the Pledgee and the Trustee</p> <p>"Trustee" means Deutsche Trustee Company Limited or any successor therefor and/or additional Trustee appointed to the Trust Deed</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 772784
CHARGE NO. 24**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AUSTRIAN ACCOUNT PLEDGE
AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM
OVER PROPERTY SITUATED THERE DATED 27 MAY 2010 AND
CREATED BY FCE BANK PLC FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO GLOBALDRIVE
AUSTRIA RETAIL LEASE 1 B.V. ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 11 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES