

MR01

Particulars of a charge

Laserform

100287/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge which is not
an instrument. Use form MR02



LD4 08/06/2015 #97
COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
charge. If the form is delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 6 6 5 3 5 4 9

Company name in full Credit 4 Cars Ltd

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 1 0 5 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Fidor Bank AG

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Not applicable

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Simmons & Simmons LLP*
(ECRL)

X
8/6/15

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Emma Lloyd (087270-00001)

Company name Simmons & Simmons LLP

Address CityPoint

One Rope-maker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 3324



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6653549

Charge code: 0665 3549 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2015 and created by CREDIT 4 CARS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2015

Given at Companies House, Cardiff on 16th June 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

WE CERTIFY THAT THIS COPY
INSTRUMENT IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT.

Simmons & Simmons LLP
Signed (firm name)

FCRL
Initials of Signatory

08/06/15
Dated (DD/MM/YY)

Credit 4 Cars Ltd.

and

FIDOR BANK AG

TRUST DEED IN RELATION
TO A BANK ACCOUNT

WE CERTIFY THAT THIS COPY
IS A CORRECT COPY
OF THE ORIGINAL INSTRUMENT.

.....
(name) Long 3

.....
Date (DDMMYY)

.....
Witness of Signature

PARTIES

- (3) **CREDIT 4 CARS LTD**, a company incorporated under the laws of England with registered office at Supreme House, Hovefields Avenue, Burnt Mills Industrial Estate, Basildon, England SS13 1EB (the "**Company**"), and
- (4) **FIDOR BANK AG** a company incorporated in Germany whose registered office is at Sandstraße 33, 80335 München, Germany ("**Fidor**")

BACKGROUND

- 1 The Company (and certain of its affiliates) and Fidor have entered into (i) a Framework Agreement dated 25 January 2013 (the "**Framework Agreement T1**") attached to which are a Receivables Purchase Agreement ("**Receivables Purchase Agreement T1**") and a Servicing Agreement ("**Servicing Agreement T1**") and (ii) a Framework Agreement dated 23 January 2015 (the "**Framework Agreement T2**") attached to which are a Receivables Purchase Agreement ("**Receivables Purchase Agreement T2**") and a Servicing Agreement ("**Servicing Agreement T2**")
- 2 Pursuant to the Receivables Purchase Agreement T1 and Receivables Purchase Agreement T2 Fidor will, from time to time, purchase Purchased Receivables and Related Security from the Company. The Purchased Receivables include amounts payable by hirers under hire purchase agreements entered into by the Company.
- 3 Pursuant to the Servicing Agreement T1 and Servicing Agreement T2
 - (A) Fidor has appointed the Company to collect (on behalf of Fidor) amounts payable under the Purchased Receivables and Related Security and to procure that such amounts are paid into the Collection Account and then transferred into the Sweep Account on a daily basis. The Collection Account and the Sweep Account have been opened in the name of the Company. The Sweep Account is held by Barclays Bank plc, account number 93231941, sort code 20 74 81 and has been opened in the name of the Company,
 - (B) Fidor became aware that Company collects amounts payable under the Purchased Receivables and Related Security as well on the "**Bank Account**". The Bank Account is held by Barclays Bank plc, account number 43898989, sort code 20 74 81 and has been opened in the name of the Company,
 - (C) the Company and Fidor have entered into an account charge over the Bank Account dated on or around the date of this deed (the "**Account Charge**") as security for the Company's obligations vis-à-vis Fidor.
- 4 Pursuant to the Account Charge the Company has charged to Fidor
 - (iii) all of the Company's right title and interest in the Bank Account, and
 - (iv) all of the Company's right title and interest in any amounts standing to the credit of the Bank Account.
- 5 The Company and Fidor wish to confirm the trust arrangements under which any money standing to the credit of the Bank Account is held by the Company for the benefit of Fidor.
- 6 It is intended that the settlement created by this Deed shall be irrevocable.

OPERATIVE PROVISIONS

1 DEFINITIONS AND CONSTRUCTION

1.1 In this Deed, terms and expressions defined in the Framework Agreement T2 shall have the same meanings and, where the context admits, the following definitions and rules of construction shall apply

1.1.1 The 'Trust Fund' shall mean

- (d) the funds standing to the credit from time to time (including any interest accrued thereon but not yet credited) of the Bank Account (being the bank account which is the subject of the Account Charge),
- (e) all money, investments or other property paid or transferred by any person to, or so as to be under the control of, and, in either case, accepted by the Company as additions to the Trust Fund, and
- (f) the money, investments and property from time to time representing the above

1.1.2 Words denoting the singular shall include the plural and vice versa. Words denoting any gender shall include both the other genders

1.1.3 The clause headings are included for reference only and shall not affect the interpretation of this Deed

1.1.4 The proper law of this settlement created by this Deed shall be that of England. All rights under this Deed shall be construed, and its construction and effect shall be determined, according to the law of England

1.1.5 The courts of England shall be the forum for the administration of these trusts

2 TRUSTS

The Company declares that it shall hold the capital and income of the Trust Fund upon trust for Fidor absolutely subject to and in accordance with the terms of both the Framework Agreement T1 and the Framework Agreement T2, the Receivables Purchase Agreement T1 and the Receivables Purchase Agreement T2 as well as the Servicing Agreement T1 and the Servicing Agreement T2

THIS DEED has been signed on behalf of Fidor and EXECUTED AS A DEED by the Company and is delivered by them on the date first specified above

SIGNED AS A DEED BY
Credit 4 Cars Ltd.
Acting by

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)

)

Director

)

)

)

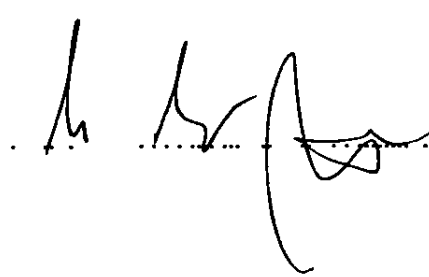
Director/Secretary

In the presence of the
Witness:

~~EC~~
KIMBERLEY MALBY
EXECUTIVE ASSISTANT
187 HAMMERS WAY
SOUTHEND-ON-SEA
ESSEX
SS2 6QS

SIGNED FOR
FIDOR BANK AG
Acting by

)
)
)

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned over a dotted line.

In the presence of Andreas Driver
General Counsel
Sandstr 33
80335 Munich
Germany

A handwritten signature in black ink, featuring a large, stylized 'A' followed by a few more strokes.