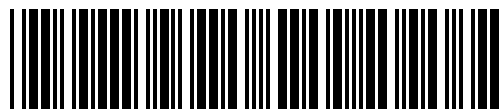




**Registration of a Charge**

Company Name: **GLOBALDRIVE AUTO RECEIVABLES UK VFN 2017 PLC**

Company Number: **10965730**



Received for filing in Electronic Format on the: **21/08/2023**

XCAE0YFE

**Details of Charge**

Date of creation: **21/08/2023**

Charge code: **1096 5730 0055**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **N/A**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10965730

Charge code: 1096 5730 0055

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2023 and created by GLOBALDRIVE AUTO RECEIVABLES UK VFN 2017 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2023 .

Given at Companies House, Cardiff on 22nd August 2023

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 Deed of Charge

**THIS SCOTTISH DEED OF CHARGE** is made among Globaldrive Auto Receivables UK VFN 2017 plc (the "**Issuer**"), a company incorporated in England and Wales with registered number 10965730 whose registered office is at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London, EC2R 7AF and FCE Bank plc ("**FCE**"), a company incorporated in England and Wales with registered number 772784 whose registered office is at Arterial Road, Laindon, Essex SS15 6EE and is supplemental to a deed of charge between the Issuer and the Security Trustee dated 30 November 2017 as supplemented from time to time.

### WHEREAS:

- (A) Under a sale notice made on 17 Aug 2023 and accepted on or around the effective date of this Scottish Deed of Charge (the "**Sale Notice**"), FCE has sold and assigned to the Issuer all beneficial rights to the receivables identified in the List of Receivables referred to in the Sale Notice. Some of such receivables are Scottish (the "**relevant Scottish Assigned Receivables**").
- (B) Legal title to the relevant Scottish Assigned Receivables is held by and vested in FCE and will continue to be notwithstanding the acceptance of the Sale Notice.
- (C) Under clause 2.3(d) (*Scottish Trust Declaration*) of the Receivables Sale Agreement, FCE has declared a trust over the relevant Scottish Assigned Receivables in favour of the Issuer under a declaration of trust with an effective date of even date with the effective date of this Scottish Deed of Charge (the "**relevant Scottish Completion Trust**").
- (D) Under clause 2.5 (*Vehicle Declaration of Trust*) of the Receivables Sale Agreement, FCE has declared a trust (the "**relevant Vehicle Declaration of Trust**") over its interest in the Related Vehicles (the "**relevant Related Vehicles**") identified in the List of Receivables referred to in the Sale Notice under a declaration of trust dated of even date with the effective date of this Scottish Deed of Charge.
- (E) FCE has confirmed that it holds the beneficial interest in such property under the relevant Scottish Completion Trust and the relevant Vehicle Declaration of Trust for the Issuer.
- (F) Under clause 3.7 (*Scottish Receivables*) of the Deed of Charge, the Issuer now proposes to assign by way of security to HSBC Corporate Trustee Company (UK) Limited (company number 06447555) (the "**Security Trustee**") its rights in, to and under the relevant Scottish Completion Trust and the relevant Vehicle Declaration of Trust.

### WITNESSES:

- 16. Capitalised terms used but not otherwise defined in this Scottish Deed of Charge are defined in clause 1 (*Definitions*) of the Master Definitions Agreement dated 20 November 2020, between, *inter alios*, Globaldrive Auto Receivables UK VFN 2017 plc, as Issuer and FCE Bank plc, as Seller, as the same may be amended, modified or supplemented from time to time by the parties to that agreement. If there is any conflict between the provisions of this Scottish Deed of Charge and the definitions set out in clause 1 (*Definitions*) of the Master Definitions Agreement, the provisions of this Scottish Deed of Charge will control.

17. This Scottish Deed of Charge has expressly and specifically incorporated into it the Principles of Construction set out in clause 2 (*Principles of Construction*) of the Master Definitions Agreement as though the same were set out in full in this Scottish Deed of Charge, except where such interpretation provisions conflict or are inconsistent with this Scottish Deed of Charge in which event the provisions of this Scottish Deed of Charge will control.

18. The Issuer, by way of first fixed security for the discharge of the Secured Obligations, with absolute warrandice and subject to clause 6 (*Release of Charged Property*) of the Deed of Charge, (to the extent not already conveyed, transferred or assigned under the Deed of Charge or any deed supplemental to the Deed of Charge) hereby conveys, transfers and assigns (subject to the subsisting rights of termination, early settlement and voluntary surrender of Customers) to the Security Trustee:

(a) all its right, title, interest and benefit, present and future, in, under and to the relevant

Scottish Completion Trust and the relevant Vehicle Declaration of Trust; and

(b) all its right, title, interest and benefit, present and future, in and to all moneys, rights, powers and property whatsoever which may from time to time be distributed or derived from, or accrue on, or relate to, the relevant Scottish Assigned Receivables under the relevant Scottish Completion Trust and the relevant Related Vehicles under the relevant Vehicle Declaration of Trust in any way whatsoever including all rights to receive payment of any amounts which may become payable to the Issuer under the relevant Scottish Completion Trust and the relevant Vehicle Declaration of Trust and all payments received by the Issuer thereunder and also including, without limitation, all rights to serve notices, give consents and/or make demands and/or otherwise act under the relevant Scottish Completion Trust and the relevant Vehicle Declaration Trust and all rights of action related to any breach of the relevant Scottish Completion Trust and the relevant Vehicle Declaration of Trust and all rights to receive damages or obtain other relief regarding the relevant Scottish Completion Trust and the relevant Vehicle Declaration of Trust,

**TO HOLD** the same unto the Security Trustee absolutely.

19. The Issuer, on behalf of itself and the Security Trustee, hereby gives notice to FCE of the assignation made by it under clause 3 of this Scottish Deed of Charge and FCE, by its execution of this Scottish Deed of Charge, hereby consents to the assignation and acknowledges such notice.

20. This Scottish Deed of Charge may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterpart:

(a) this Scottish Deed of Charge will not take effect until each of the counterparts of this Scottish Deed of Charge, together with the Scottish Completion Trust and the relevant Vehicle Declaration of Trust, have been delivered;

(b) each counterpart will be held as undelivered until the parties agree a date when the counterparts are to be treated as delivered; and

(c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed.

21. This Scottish Deed of Charge will be deemed delivered to the Security Trustee on receipt by the Security Trustee of a copy or copies of this Scottish Deed of Charge (executed by

the Issuer and/or FCE) (whether by fax, e-mail or otherwise) and whether or not the principal of this Scottish Deed of Charge is also physically delivered.

22. This Scottish Deed of Charge will be governed and construed in compliance with Scots law.

**IN WITNESS WHEREOF** these presents typewritten on this and the previous 2 pages are executed in counterpart by the parties as undernoted, with an effective date of 21 Aug 2023 and with the counterparts executed by Globaldrive Auto Receivables UK VFN 2017 plc and FCE Bank plc being treated as delivered on such date in such order:

SUBSCRIBED for and on behalf of

**GLOBALDRIVE AUTO RECEIVABLES UK VFN 2017 PLC**

at London, United Kingdom  
on 21/08/2023  
by Daniel Wynne, Director

in the presence of this witness:

Natalia Yanshina.....Witness

Natalia Yanshina .....Full name

Address: 1 King's Arms Yard, Third Floor, London, United Kingdom, EC2R 7AF

SUBSCRIBED for and on behalf of

**FCE BANK PLC**

at Essex, United Kingdom  
on 14/08/2023  
By Garry Collins, Authorised Signatory

at Cologne, Germany  
on 14/08/2023  
By David Vingren, Authorised Signatory

in the presence of this witness:

Afroz Khan.....Witness

Afroz Khan.....Full Name

Address: Essex, United Kingdom

Eva Lucker.....Witness

Eva Lucker .....Full Name

Address: Cologne, Germany