



**Registration of a Charge**

Company name: **E-CARAT 11 PLC**

Company number: **12201217**



X927149S

Received for Electronic Filing: **03/04/2020**

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**Details of Charge**

Date of creation: **23/03/2020**

Charge code: **1220 1217 0002**

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

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**SHEPHERD AND WEDDERBURN LLP**



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

Company number: 12201217

Charge code: 1220 1217 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2020 and created by E-CARAT 11 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2020 .

Given at Companies House, Cardiff on 6th April 2020

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



SHEPHERD & WEDDERBURN

**FORM OF SCOTTISH SUPPLEMENTAL CHARGE**

**ASSIGNATION IN SECURITY**

by

- (1) **E-CARAT 11 PLC**, a public limited liability company incorporated in England and Wales with limited liability (registered number 12201217) whose registered office is at 1 Bartholomew Lane, London EC2N 2AX (the **Issuer**)

In favour of

- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, a limited liability company incorporated under the laws of England and Wales and with registration number 08447555 with its office at 8 Canada Square, London E14 5HQ (the **Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Deed of Charge aftermentioned)

With intimation to and acknowledgement by

- (3) **VAUXHALL FINANCE PLC**, a company incorporated in England and Wales with limited liability (registered number 00275607) and having its registered office at Heol-y-Gamlas, Parc Nantgarw, Treforest, Cardiff CF15 7QU (the **Seller**)

**WHEREAS**

- (A) This deed is supplemental to a deed of charge dated on or around the effective date of this deed entered into by, among others, the Issuer, the Seller and the Security Trustee (the **Deed of Charge**).
- (B) Pursuant to the Receivables Sale and Purchase Agreement, the Seller has sold and assigned to the Issuer all beneficial rights to certain Purchased Receivables. Some of such Receivables are Scottish (the **relevant Scottish Purchased Receivables**).
- (C) Legal title to the relevant Scottish Purchased Receivables is and will continue to be held by and vested in the Seller.
- (D) Pursuant to clause 2.1(d)(ii) (*Sale of Initial Purchased Property*) of the Receivables Sale and Purchase Agreement, a declaration of trust with an effective date of on or before the effective date of this deed (the **Scottish Declaration of Trust**) has been granted by the Seller in favour of the Issuer and delivered in terms of which the relevant Scottish Purchased Receivables and other related Ancillary Rights as more fully specified therein (the **Scottish Trust Property**) are held in trust by the Seller for the Issuer.
- (E) The Seller has confirmed that it holds the beneficial interest in the Scottish Trust Property for the Issuer.
- (F) Pursuant to clause 2.1(d)(iii) (*Sale of Initial Purchased Property*) of the Receivables Sale and Purchase Agreement, a Scots law governed floating charge with an effective date of on or before the effective date of this deed (the **Scottish Financed Vehicle Sales Proceeds Floating Charge**) has been granted by the Seller in favour of the Issuer in terms of which Scottish Financed Vehicle Sales Proceeds are charged by the Seller in favour of the Issuer.

- (G) Pursuant to clause 3.6 (*Scottish Trust and Scottish Financed Vehicle Sales Proceeds Floating Charge Security*) of Charge, the Issuer now proposes to assign by way of security to the Security Trustee its rights under the Scottish Declaration of Trust and the Scottish Financed Vehicle Sales Proceeds Floating Charge.

#### WITNESSES

1. The master definitions schedule signed by, amongst others, the Issuer, the Seller and the Security Trustee and dated on or about the effective date of this deed (the **Master Definitions Schedule**) is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this deed, including the recitals hereto and this deed shall be construed in accordance with the interpretation provisions set out in the Master Definitions Schedule.
2. This deed is a Scottish Supplemental Charge referred to in the Master Definitions Schedule.
3. The Issuer, as holder of the beneficial interest or (as applicable) the security holder's interest therein, with absolute warrandice and subject to clause 17 (*Release*) of the Deed of Charge, (to the extent not already assigned pursuant to the Deed of Charge) hereby assigns to and in favour of the Security Trustee by way of first fixed security for the payment or discharge of the Secured Liabilities:
  - (a) all its right, title, interest and benefit, present and future, in, under and pursuant to the Scottish Declaration of Trust;
  - (b) all its right, title, interest and benefit, present and future, in and to the Scottish Trust Property including the benefit of all covenants, undertakings, representations, warranties and indemnities in respect thereof, all powers and remedies of enforcement and/or protection thereunder, all rights to receive payment of all amounts assured or payable (or to become payable) thereunder, all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable thereunder and all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof; and
  - (c) all its right, title, interest and benefit, present and future, in, under and pursuant to the Scottish Financed Vehicle Sales Proceeds Floating Charge,

surrogating and substituting the Security Trustee in its full right and place therein and thereto.
4. The Issuer hereby confirms that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in clause 3 hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto provided always that this deed shall be without prejudice to the Deed of Charge and all of the rights, powers obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this deed.
5. The Issuer (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of clause 3 hereof to the Seller and the Security Trustee and each of the Seller and the Security Trustee by its execution hereof acknowledges such notice and intimation.

6. This deed may be executed in any number of counterparts and by each of the Issuer, the Security Trustee and the Seller on separate counterparts.

Where executed in counterpart:

- (a) this deed will not take effect until each of the counterparts has been delivered;
- (b) each counterpart will be held as undelivered until the Scottish Financed Vehicle Sales Proceeds Floating Charge and the Scottish Declaration of Trust have become effective and each of the Issuer, the Security Trustee and the Seller agree a date on which 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.

7. This deed will be governed and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages are executed in counterpart by the parties as undernoted, with an effective date of 23 MARCH 2020 and with the counterparts executed by E-Carat 11 plc, HSBC Corporate Trustee Company (UK) Limited and Vauxhall Finance plc being treated as delivered on such date and in such order:

SUBSCRIBED for and on behalf of the said  
E-CARAT 11 PLC  
acting by its two directors

Helena Whitaker  
.....  
(Print Name)

.....  
(Signature)  
per pro Intertrust Directors 1 Limited, as director

Tom Litchfield  
.....  
(Print Name)

.....  
(Signature)  
per pro Intertrust Directors 2 Limited, as director

at: LONDON, UK

on: 20/03/2020

in the presence of:

.....  
Witness signature

.....  
Witness name

.....  
Rachel Nwadiogbu  
Assistant Manager

.....  
Witness address

1 Bartholomew Lane  
London  
EC2N 2AX

SUBSCRIBED for and on behalf of the said  
HSBC CORPORATE TRUSTEE COMPANY  
(UK) LIMITED  
by its attorney/director:

at: .....

on: .....

by: .....  
(Print Name)

.....  
(Signature)

in the presence of:

.....  
Witness signature

.....  
Witness name

.....  
Witness address



SUBSCRIBED for and on behalf of the said  
VAUXHALL FINANCE PLC  
by its attorney

at: .....

on: .....

by: .....  
(Print Name)

.....  
(Signature)

in the presence of:

.....  
Witness signature

.....  
Witness name

.....  
Witness address