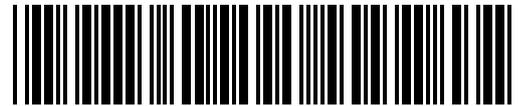




Registration of a Charge

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

Company Number: **12201217**



Received for filing in Electronic Format on the: **05/04/2023**

XC0SENBK

Details of Charge

Date of creation: **04/04/2023**

Charge code: **1220 1217 0003**

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

Brief description:

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 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 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2023 and created by E-CARAT 11 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2023 .

Given at Companies House, Cardiff on 12th April 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 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 06447555 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) **STELLANTIS FINANCIAL SERVICES UK LIMITED** (formerly PSA Finance UK Limited), a company incorporated in England and Wales with limited liability (registered number 01024322) and having its registered office at 61 London Road, Redhill, Surrey RH1 1QA (the **Seller**)

WHEREAS:

- (A) Vauxhall Finance Plc (**VF Plc**) and the Seller have entered into a business transfer agreement, further to which VF Plc has transferred to the Seller, among other things, its interests in the Purchased Receivables (the **VF/Stellantis BTA**). Pursuant to the VF/Stellantis BTA, the Seller, the Issuer and others have entered into a deed of novation, transfer, assumption and amendment dated on or before the effective date hereof (the **Deed of Novation, Transfer, Assumption and Amendment**), pursuant to which the Seller has assumed the role of VF Plc in the Transaction Documents.
- (B) This deed is supplemental to the Deed of Novation, Transfer, Assumption and Amendment and a deed of charge dated 23 March 2020 entered into by, among others, the Issuer, VF Plc and the Security Trustee (as amended and novated pursuant to the Deed of Novation, Transfer, Assumption and Amendment, the **Deed of Charge**).
- (C) Pursuant to the Receivables Sale and Purchase Agreement, VF Plc has sold and assigned its legal title to the Issuer all beneficial rights to certain Purchased Receivables. Some of such Receivables are Scottish (the relevant **Scottish Purchased Receivables**).
- (D) VF Plc has, pursuant to clause 2.1(d)(ii) (*Sale of Initial Purchased Property*) of the Receivables Sale and Purchase Agreement granted a trust over the Scottish Purchased Receivables in favour of the Issuer with an effective date of 23 March 2020 (together with any and all further such trusts entered into prior to the effective date hereof, the **Scottish Declarations of Trust**) in terms of which the relevant Scottish Purchased Receivables and other related Ancillary Rights as more fully specified therein (the **Scottish Trust Property**) were declared to be held in trust by VF Plc for the Issuer.
- (E) Pursuant to a deed of assumption, conveyance and resignation and an assignment with an effective date on or before the effective hereof and entered into pursuant to the Deed of Novation, Transfer, Assumption and Amendment the Seller was assumed as a trustee under the Scottish Declarations of Trust and VF Plc conveyed and assigned the Scottish Trust Property to the Seller.
- (F) Pursuant to the Deed of Novation, Transfer, Assumption and Amendment, 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 the Deed of Charge, the Issuer now proposes to assign by way of security to the Security Trustee its rights under the Scottish Financed Vehicle Sales Proceeds Floating Charge and, to the extent not already so assigned, its interests under the Scottish Declarations of Trust.

NOW IT IS HEREBY PROVIDED AND DECLARED AS FOLLOWS:

1. The master definitions schedule signed by, amongst others, the Issuer, VF Plc and the Security Trustee and dated 23 March 2020 (as amended and novated pursuant to the Deed of Novation, Transfer, Assumption and Amendment, 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 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 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, as holder of the beneficial 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 Declarations of Trust; and
 - (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,
 surrogating and substituting the Security Trustee in its full right and place therein and thereto.
5. 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 clauses 3 and 4 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.
6. 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 clauses 3 and 4 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.
7. 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.
8. Where executed in counterpart:
 - 8.a.1 this deed will not take effect until each of the counterparts has been delivered;
 - 8.a.2 each counterpart will be held as undelivered until the Scottish Financed Vehicle Sales Proceeds Floating Charge has 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

8.a.3 the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed.

9. 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 2 pages are executed in counterpart by the parties as undernoted, with an effective date of 4 April 2023 and with the counterparts executed by E-Carat 11 plc, HSBC Corporate Trustee Company (UK) Limited and Stellantis Financial Services UK Limited being treated as delivered on such date and in such order:

Subscribed for and on behalf of **E-CARAT 11 PLC:**

at LONDON
(city)

on 30 MARCH 2023
(date of signing)

by OSKARI TAMMENMAA
per pro Intertrust Directors 1 Limited, as
Authorised Signatory ~~director~~ (Name)



per pro Intertrust Directors 1 Limited, as
Authorised Signatory ~~Director~~ (Signature)

by ALASDAIR WATSON
per pro Intertrust Directors 2 Limited, as
Authorised Signatory ~~director~~ (Name)



per pro Intertrust Directors 2 Limited, as
Authorised Signatory ~~Director~~ (Signature)

before this witness:

AMAJI BOAMAH-NYAMEKYE
Witness (Print Full Name)



Witness (Signature)

1 Bartholomews Lane

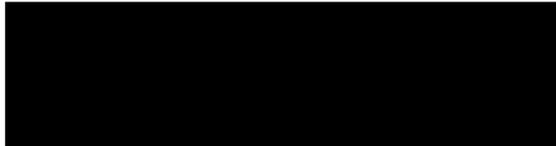
London ECRN RAX
(Witness Address)

Subscribed for and on behalf of HSBC
CORPORATE TRUSTEE COMPANY UK
LIMITED:

at CHESTER
(city)

on 31ST MARCH 2023
(date of signing)

by SIMON LAZARUS
Attorney / Director (Print Full Name)



Attorney / Director (Signature)

before this witness:

LAURA ANN LAZARUS
Witness (Print Full Name)



Witness (Signature)



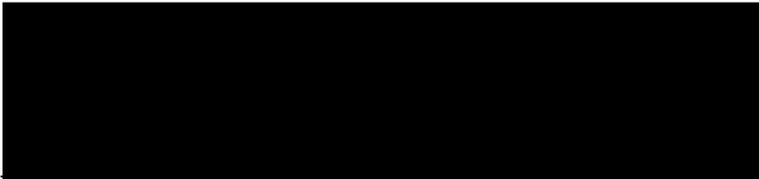
(Witness Address)

Subscribed for and on behalf of **STELLANTIS FINANCIAL SERVICES UK LIMITED:**

at Redhill
(city)

on 3 April 2023
(date of signing)

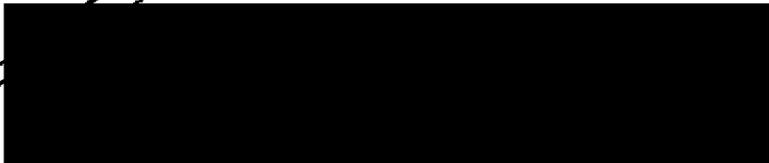
by Simon Richard Kingston
Attorney / Authorised Signatory
(Print Full Name)



Attorney / Authorised Signatory
(Signature)

before this witness:

Neha Laxey-Khan
Witness (Print Full Name)



Witness (Signature)

61 London Road, Redhill

England RH1 9QA
(Witness Address)