



Registration of a Charge

Company Name: **MONEYBARN FINANCING LIMITED**

Company Number: **12323134**



XBBPR56H

Received for filing in Electronic Format on the: **02/09/2022**

Details of Charge

Date of creation: **25/08/2022**

Charge code: **1232 3134 0006**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY TRUSTEE**

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: **DAWN REOCH**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12323134

Charge code: 1232 3134 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2022 and created by MONEYBARN FINANCING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd September 2022 .

Given at Companies House, Cardiff on 7th September 2022

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**



ASSIGNATION IN SECURITY

between

- (1) **MONEYBARN FINANCING LIMITED**, a private limited company incorporated in England and Wales whose registered office is at 8th Floor, 100 Bishopsgate, London, EC2N 4AG (registered number 12323134) (the "**Issuer**");

IN FAVOUR OF

- (2) **U.S. BANK TRUSTEES LIMITED**, (registered number 02379632), a private limited company incorporated under the laws of England and Wales with its principal office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (acting in its capacity as the "**Security Trustee**", which expression shall include such company and all other persons or companies for the time being acting as security trustee (or co-security trustee) pursuant to the terms of the Deed of Charge).

WITH THE ACKNOWLEDGEMENT OF

- (3) **MONEYBARN NO.1 LIMITED**, a limited liability (company number 04496573) incorporated in England and Wales whose registered office is at The New Barn, Bedford Road, Petersfield, Hampshire, GU32 3LJ in its capacity as the originator, seller and subordinated creditor (the "**Originator**", the "**Seller**" and the "**Subordinated Creditor**").

WHEREAS

- (A) This agreement is supplemental to a deed of charge dated 14 January 2020 and amended and restated on 13 July 2021, entered into by, among others, the Issuer, the Originator, the Seller and the Security Trustee (the "**Deed of Charge**").
- (B) Pursuant to the Receivables Purchase Agreement, the Seller has sold, transferred 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 clauses 2.2 (*Failure of Assignment*) and 2.6 (*Scottish Receivables*) of the Receivables Purchase Agreement, the following declarations of trust have been granted by the Seller in favour of the Issuer and delivered:
- (a) a declaration of trust forming part of a Transfer Notice dated 23rd August 2022
- (each a "**Scottish Declaration of Trust**" and together the "**Scottish Declarations of Trust**") in terms of each of which Scottish Declarations of Trust 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 legal title in the Scottish Trust Property for the Issuer.

- (F) Pursuant to Clause 4.5(*Scottish Trust*) of the Deed of Charge, the Issuer now proposes to assign by way of security to the Security Trustee its rights under the Scottish Declaration of Trust.
- (G) **NOW THEREFORE** the parties **HAVE AGREED** and **DO HEREBY AGREE** as follows:
1. The common terms agreement signed by, amongst others, the Issuer, the Seller and the Security Trustee and dated on or about 14 January 2020 (as the same may be amended, varied and/or supplemented from time to time with the consent of the parties to the Deed of Charge (the "**Common Terms Agreement**")) is expressly and specifically incorporated into this agreement and, accordingly, the expressions defined in the Common Terms Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this agreement, including the recitals hereto and this agreement shall be construed in accordance with the interpretation provisions set out in the Common Terms Agreement.
 2. The Issuer undertakes to the Security Trustee that it will pay to the Security Trustee all the Secured Obligations in accordance with the terms of the Deed of Charge and each transaction Document.
 3. The Issuer, being the sole beneficiary under the Scottish Trust created pursuant to the Scottish Declaration of Trust, with absolute warrandice and subject to Clause 18 (*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:
 - (a) all its right, title, interest and benefit in, under and pursuant to the Scottish Declaration of Trust; and
 - (b) all its right, title, interest and benefit, 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;(the "**Assigned Rights**") surrogating and substituting the Security Trustee in its full right and place therein and thereto.
 4. 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 this agreement hereof to the Seller as trustee under the Scottish Declaration of Trust. The Seller, in its capacity as trustee pursuant to the Scottish Declaration of Trust, by its execution and delivery hereof acknowledges such notice and intimation and confirms that, save under or pursuant to the Transaction Documents as at the date hereof, it has not received notification of any other deal with the Scottish trust Property or the Scottish Declaration of Trust or any part thereof.

5. The Issuer undertakes that it shall not create, incur, assume or permit to subsist any security on all or any part of the Assigned Rights.
6. 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 2 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 agreement.
7. The Security Trustee will exercise its powers and authority under this agreement in the manner provided for in the Deed of Charge and in the Transaction Documents and, in so acting, the Security Trustee shall have the protection, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Trust Deed and the other Transaction Documents.

8. This agreement 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 as follows and delivered on 25th August 2022:

SUBSCRIBED for and on behalf of the said
MONEYBARN FINANCING LIMITED as Issuer

at LONDON

on 24th August

by

EMMA WHITE

Print Full name

before this witness:

MARK FILER

Print Full name

Address:

Director/~~Secretary~~ (delete as appropriate)

Witness

SUBSCRIBED for and on behalf of the said **U.S. BANK TRUSTEES LIMITED**

at LONDON

on 25 AUGUST 2022

by

Zornitsa Velyova ZORNITSA
Authorised Signatory VELYOVA

Print Full name

Francesco Cesarano FRANCESCO
Authorised Signatory CESARANO

Print Full name

Authorised Signatory

Authorised Signatory