Companies House

MR01 (ef)

Registration of a Charge

Company name: **BLUE MOTOR FINANCE DD LIMITED**

Company number: **09169950**

Received for Electronic Filing: **16/05/2019**

X85LY1A1

Details of Charge

Date of creation: **15/05/2019**

Charge code: **0916 9950 0636**

Persons entitled: **CITICORP TRUSTEE COMPANY 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARK HOLDEN**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9169950

Charge code: 0916 9950 0636

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th May 2019 and created by BLUE MOTOR FINANCE DD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th May 2019 .

Given at Companies House, Cardiff on 17th May 2019

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

FORM OF SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

by

Blue Motor Finance DD Limited, a private limited company incorporated in England and Wales (registered number 9169950), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the "**Issuer**");

in favour of

Citicorp Trustee Company Limited, a limited liability company, incorporated in England and Wales (registered number 00235914), and having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as 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);

with intimation to

Blue Motor Finance Limited, a company incorporated in England and Wales with limited liability (registered number 02738187), and having its registered office at Darenth House, 84 Main Road, Sundridge, Kent, TN14 6ER (the "**Seller**")

WHEREAS:

(A) This deed is supplemental to a deed of charge dated 22nd October 2014 (the "**Deed of Charge**") and made between, amongst others, the Issuer, the Seller and the Security Trustee;

(B) In terms of the Deed of Charge the Security Trustee, amongst other things, holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors;

(C) A Vehicle Declaration of Trust dated of the same date as this Deed (the "**Vehicle Declaration of Trust**") has been entered into between the Seller and the Issuer, in terms of which certain Vehicles and the Ancillary Rights in relation thereto (including any Vehicle Sale Proceeds relative thereto) as more fully specified therein (the "**Vehicle Trust Property**") are held in trust by the Seller for the Issuer; and

(D) This deed is made by the Issuer and the Seller in favour of the Security Trustee in accordance with and pursuant to clause 3.6 (*Scottish Security*) of the Deed of Charge.

NOW THEREFORE the parties hereto HAVE AGREED and DO HEREBY AGREE as follows:

1. The master definitions schedule made between, amongst others, the Issuer and the Seller dated 22 October 2014 (as amended and restated from time to time) (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. The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 18 (*Release*) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Liabilities the Issuer's whole right, title and interest, present and future, in and to the Vehicle Trust Property and in and to the Vehicle Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.

3. All 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 clause 3 (*Creation of Security*) of 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 deed.

4. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows:

SUBSCRIBED for and on behalf of

Blue Motor Finance DD Limited, the Issuer
at Sundridge
on 15 May 2019

by its duly authorised attorney:

…… Attorney

(Signature)

S S WILLIAMS
……

(Print Name)

in the presence of:

Witness' name: MARK HOLDGATE

Witness Signature

Witness' address:

13 Darenth Close Chipstead
Sevenoaks TN13 2RX

ACKNOWLEDGEMENT

The Seller, in its capacity as trustee under the Vehicle Declaration of Trust, acknowledges having received notice of the foregoing Assignation in Security and confirms that, save under or pursuant to the Transaction Documents (as defined in the Master Definitions Schedule detailed in Clause 1 of the Assignation in Security), as at the date hereof it has not received notification of any other dealing with the Vehicle Trust Property or the Vehicle Declaration of Trust or any part thereof.

SUBSCRIBED for and on behalf of the said **BLUE MOTOR FINANCE LIMITED**, the Seller
at Sundridge
on 15 May 2019

acting by

its duly authorised attorney:

.....
Attorney
Signature

CHRISTOPHER JAMES
.....
Print Name

in the presence of:

Witness' name:
MARK HOLDER

Witness Signature

Witness' address:

13 Darent Close Chipstead
Sevenoaks TN13 2RX