



**Registration of a Charge**

Company name: **LOCHSIDE ASSET PURCHASER NO.1 PLC**

Company number: **09392884**



X7J9BFT5

Received for Electronic Filing: **22/11/2018**

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**Details of Charge**

Date of creation: **15/11/2018**

Charge code: **0939 2884 0047**

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

Brief description:

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

Certified by: **INTERTRUST CORPORATE SERVICES LIMITED AS COMPANY  
SECRETARY**



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

Company number: 9392884

Charge code: 0939 2884 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2018 and created by LOCHSIDE ASSET PURCHASER NO.1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2018 .

Given at Companies House, Cardiff on 26th November 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

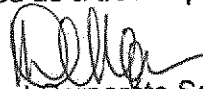


**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Certified as a true copy of the original



Intertrust Corporate Services Limited  
as Secretary

**SCOTTISH SUPPLEMENTAL CHARGE**

**ASSIGNATION by:**

- (1) **LOCHSIDE ASSET PURCHASER NO.1 PLC**, a public limited company incorporated under the laws of England and Wales whose registered number is 9392884, with its registered office at c/o Intertrust Management Limited 35 Great St. Helen's, London EC3A 6AP (the **Issuer**)

in favour of:

- (2) **U.S. BANK TRUSTEES LIMITED**, a limited liability company incorporated under the laws of England and Wales and with registration number 02379632 with its office at 125 Old Broad Street, London EC2N 1 AR, United Kingdom (the **Security Trustee**, which expression includes such company and all other persons or companies for the time being acting as trustee or trustees under the Security Trust Deed or this deed).

**CONSIDERING THAT**

- (A) The Seller has, in terms of and pursuant to the Receivables Purchase Agreement, entered into an assignment and trust deed dated 15 November 2018 (the **Scottish Transfer Deed**) in respect of the Scottish Assets (as defined therein) in favour of the Issuer; and
- (B) The Issuer has, pursuant to Clause 3.5 (*Scottish Supplemental Charge*) of the Security Trust Deed, agreed to enter into this deed as security for the Secured Liabilities. This deed is supplemental to the Security Trust Deed.

The Issuer hereby **DECLARES** as follows:

- 1 Unless otherwise defined in this deed or the context requires otherwise, words and expressions used in this deed have the meanings and constructions ascribed to them master framework agreement entered into between, among others, the Purchaser and the Seller, dated on or about 13 February 2015 (the **Master Framework Agreement**) or, as applicable, the Security Trust Deed.
- 2 The Issuer undertakes to the Security Trustee (for its own account and as trustee for the other Secured Parties) that it shall duly, unconditionally and punctually pay and discharge, or procure the payment or discharge of, each of the Secured Liabilities at the time and in the manner provided in the relevant Instrument for their payment or discharge by the Issuer.
- 3 As continuing security for the payment and discharge of the Secured Liabilities, the Issuer as holder of the beneficial interest therein and with absolute warrandice **HEREBY ASSIGNS** to and in favour of the Security Trustee (for its own account and as trustee for the other Secured Parties) its whole right, title, interest and benefit, present and future, in, to, under and relative to the Scottish Transfer Deed and its whole right, title, interest and benefit, present and future, in, to, under and relative to the trust declared in favour of the Issuer pursuant to in terms of the Scottish Transfer Deed and of its whole rights, title, interest and benefit, present and future, in, to, under and relative to the Scottish Assets (as that term is defined in the Scottish Transfer Deed) pending perfection of the legal title of the Issuer thereto pursuant to Clause 2(a) of the Scottish Transfer Deed and the Receivables Purchase Agreement or otherwise, surrogating and substituting the Security Trustee in its full right and place therein and thereto.
- 4 The Issuer hereby undertakes to intimate to the Seller (on behalf of itself and the Security Trustee) the assignment in security made in terms of Clause 3 hereof and procure that the Seller acknowledges such notice and intimation.
- 5 The whole obligations, undertakings, rights and powers specified in the Security Trust Deed relevant to the assets referred to in Clause 3 hereof shall be deemed to be repeated herein and shall *mutatis mutandis* apply thereto and the security and other rights and powers created under and pursuant hereto and the whole terms of the Security Trust Deed shall, except in so far as inconsistent herewith, apply *mutatis mutandis* hereto. This deed shall be without prejudice to the Security Trust Deed which shall remain in full force and effect notwithstanding the delivery of this deed.
- 6 Notice of this deed and the assignment in security constituted hereby shall be deemed to be given to the Seller on receipt of a copy of this deed by the Seller (whether by email, fax or otherwise), whether or not acknowledged hereon or thereon and whether or not the principal of this deed is also physically delivered.

7 This deed shall be governed by and construed in accordance with Scots law.

IN WITNESS WHEREOF this deed has been executed as follows:

SUBSCRIBED for and on behalf of  
LOCHSIDE ASSET PURCHASER NO.1 PLC

35 Great St. Helen's

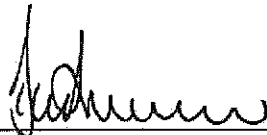
At London  
EC3A 6AP

On 15 NOVEMBER 2018

By

per pro Intertrust Directors 1 Limited

(Print Name)

  
Authorised Signatory

In the presence of this witness:

 Witness

ANNA LONARDO Full Name

35 Great St. Helen's

London

EC3A 6AP

Address

We, **SAINSBURY'S BANK PLC** hereby acknowledge receipt of a copy of the foregoing Assignment and notice of the assignment in security constituted thereby.

SUBSCRIBED for and on behalf of  
**SAINSBURY'S BANK PLC**


At 33 HOLBORN, LONDON, EC1N 2HT

On 15/11/18

By

KEVIN YARKER

(Print Name)

  
Authorised Signatory

In the presence of this witness:

 Witness

ANSEL TAHIR Full Name

33 HOLBORN, LONDON Address

EC1N 2HT