



Registration of a Charge

Company name: **LDF FINANCE NO. 3 DD LIMITED**

Company number: **10290498**



X7KQDVEP

Received for Electronic Filing: **13/12/2018**

Details of Charge

Date of creation: **07/12/2018**

Charge code: **1029 0498 0461**

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

Certified by: **BRYONY JONES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10290498

Charge code: 1029 0498 0461

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2018 and created by LDF FINANCE NO. 3 DD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2018 .

Given at Companies House, Cardiff on 14th December 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**

SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

between

LDF Finance No. 3 DD Limited, a private limited company incorporated in England and Wales (registered number 10290498), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the "**Issuer**");

and

LDF Finance No. 3 Limited, a company incorporated in England and Wales with limited liability (registered number 08822799), and having its registered office at Dee House, St David's Park, Flintshire CH5 3XF (the "**Seller**")

WHEREAS:

- (A) This deed is supplemental to a deed of charge dated on or around 23 November 2016 (the "**Deed of Charge**") and made between, *inter alios*, the Issuer, the Seller and **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);
- (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) An Equipment Declaration of Trust with an effective date on or around the effective date hereof (the "**Equipment Declaration of Trust**") has been entered into between the Seller and the Issuer, in terms of which certain Equipment and the Ancillary Rights in relation thereto (including any Equipment Sale Proceeds relative thereto) as more fully specified therein (the "**Equipment Trust Property**") are held in trust by the Seller for the Issuer; and
- (D) Pursuant to clause 4.1 of the Receivables Sale and Purchase Agreement, a Scots law governed floating charge dated on or around 23 November 2016 (the "**Equipment Floating Charge**") has been granted by the Seller in favour of the Issuer in terms of which Equipment Sales Proceeds are charged by the Seller in favour of the Issuer.
- (E) 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 on or around 23 November 2016 (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 Equipment Trust Property and in and to the Equipment Declaration of

Trust and in and to the Equipment Floating Charge, surrogating and substituting the Security Trustee in its full right and place therein and thereto.

3. 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 2 hereof to the Seller and the Seller by its execution 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 dealing with the Equipment Floating Charge, the Equipment Trust Property or the Equipment Declaration of Trust or any part thereof.
4. The parties hereby agree 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 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.
5. This deed may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterparts:
 - (a) this deed will not take effect until each of the counterparts and the Equipment Declaration of Trust and the Equipment Floating Charge has been delivered;
 - (b) each counterpart will be held as undelivered until the parties 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.
6. 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 typewritten on this and the preceding page together are executed in counterpart by the parties as undernoted, with an effective date of 07/12/18 and with the counterparts executed by LDF Finance No.3 DD Limited and LDF Finance No.3 Limited being treated as delivered on such date in such order:

SUBSCRIBED for and on behalf of the said **LDF Finance** both in the presence of:
No. 3 DD
Limited

at Ewloe
on 7/12/18

By its Director/Attorney
[Signature] SFM Directors Limited

[Signature] SFM Directors (No. 2) Limited

[Signature] Witness
(Signature)


BRYONY JONES
(Print Name)

Dee House, St David's Park,


Ewloe, Flintshire, CH5 3XF
(Address)

SUBSCRIBED for and on behalf of the said
LDF Finance No. 3 Limited

at Ewloe
on 7/2/18


..... Director
Paul Baker
..... Print Name

before this witness:


..... Witness
(Signature)

BRYONY JONES
.....
(Print Name)

Dee House, St David's Park, Ewloe,

Flintshire, CH5 3XF
(Address)

1000

1000