



Registration of a Charge

Company name: **BAMBOO FUNDING LIMITED**

Company number: **11253475**



X7CQ9SYJ

Received for Electronic Filing: **20/08/2018**

Details of Charge

Date of creation: **16/08/2018**

Charge code: **1125 3475 0001**

Persons entitled: **NOMURA INTERNATIONAL PLC**

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: 11253475

Charge code: 1125 3475 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th August 2018 and created by BAMBOO FUNDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2018 .

Given at Companies House, Cardiff on 22nd August 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 – CLOSING DATE

ASSIGNATION IN SECURITY

by

- (1) **BAMBOO FUNDING LIMITED**, a private limited company incorporated and registered in England with company number 11253475 and having its registered office at 35 Great St. Helen's, London, EC3A 6AP (the **Borrower**);

in favour of

- (2) **NOMURA INTERNATIONAL PLC**, as security agent and trustee for the Secured Creditors (acting pursuant to the provisions of, and with the benefit of the protections set out in, the Deed of Charge) (the **Security Agent**, 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).

WHEREAS

- (A) This deed is supplemental to a deed of charge dated on or before the effective date of this deed entered into by, among others, the Borrower and the Security Agent (the **Deed of Charge**).
- (B) Pursuant to the Loan Sale and Purchase Agreement, **BAMBOO LIMITED** a private limited company incorporated and registered in England with company number 05629336 and having its registered office at 1st Floor, Grenville House, Nelson Gate, Southampton SO15 1GX (the **Seller**) has sold and transferred to the Borrower all beneficial rights to certain Portfolio Loans and Related Rights.
- (C) Pursuant to the terms of the Loan Sale and Purchase Agreement, an assignment and trust deed with an effective date of even date with the effective date hereof (the **Scottish Transfer**) has been granted by the Seller in favour of the Borrower and delivered, in terms of which the Scottish Assets (as defined therein) are held in trust by the Seller for the Borrower.
- (D) Pursuant to clause 3.8 (*Scottish Supplemental Charge*) of the Deed of Charge, the Borrower now proposes to assign by way of security to the Security Agent its rights under the Scottish Transfer.

WITNESSES

1. The master definitions and construction agreement signed by, amongst others, the Seller and the Borrower dated on or before the effective date of this deed (as the same may be amended, varied or supplemented from time to time pursuant to the terms of the Transaction Documents) (the **Master Definitions and Construction Agreement**) is expressly and specifically incorporated into these presents and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in these presents, including the Recitals hereto and these presents shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Agreement.
2. This deed is a Scottish Supplemental Charge referred to in the Master Definitions and Construction Agreement.
3. The Borrower, as holder of the beneficial interest therein and with absolute warrandice hereby assigns to and in favour of the Security Agent in security for the payment or discharge of the Secured Obligations:
 - (a) all its right, title, interest and benefit, present and future, in, under and pursuant to the Scottish Transfer; and
 - (b) all its right, title, interest and benefit, present and future, in and to the Scottish Assets 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 Agent in its full right and place therein and thereto.

4. The Borrower (for itself and on behalf of the Security Agent) hereby gives notice of and intimates the assignation in security made in terms of paragraph 3 hereof to the Seller (as trustee under the Scottish Trust constituted pursuant to the Scottish Transfer) 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 effective date hereof they have not received notification of any other dealing with the said Scottish Assets or the Scottish Transfer of any part thereof.
5. The Borrower 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 paragraph 3 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. This deed shall be deemed delivered to the Security Agent on receipt by the Security Agent of a copy (duly executed by the Borrower and the Seller) of this deed (whether by fax, e-mail or otherwise) and whether or not the principal of this deed is also physically delivered.
7. 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 Scottish Transfer 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.

8. This deed will be governed and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF these presents typewritten on this and the preceding pages are executed in counterpart by the parties as undernoted, with an effective date of16 August..... 2018 and with the counterparts executed by the Borrower and the Seller being treated as delivered on such date in such order:

SUBSCRIBED for and on behalf of
BAMBOO FUNDING LIMITED

at.....LONDON.....

on.....09/08/2018.....

by

.....
per pro Intertrust Directors 1 Limited

.....CHARMAINE DE CASTRO
Director

.....
per pro Intertrust Directors 2 Limited

.....TOM WICHFIELD
Director

before this witness

.....Witness

Priya Jeyaseelan

.....Full Name

35 Great St. Helen's

.....London.....Address

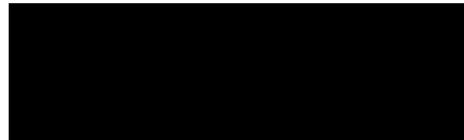
EC3A 6AP

SUBSCRIBED for and on behalf of
BAMBOO LIMITED

at..... LONDON

on..... 9 AUGUST 2018

by NICHOLAS ASPINALL
.....
Full Name


Director/Authorised Signatory

before this witness

 Witness

JENNY HELEN TO Full Name

15 WARNE AVENUE
WELLING, DA16 2E2 Address