



**Registration of a Charge**

Company Name: **BMF SME FINANCE LIMITED**

Company Number: **13747756**



Received for filing in Electronic Format on the: **22/02/2024**

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**Details of Charge**

Date of creation: **22/02/2024**

Charge code: **1374 7756 0522**

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: **ROBIN HUSAIN**



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

Company number: 13747756

Charge code: 1374 7756 0522

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2024 and created by BMF SME FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2024 .

Given at Companies House, Cardiff on 23rd February 2024

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:

BMF SME FINANCE LIMITED, a private limited company incorporated in England and Wales (registered number 13747756) whose registered office is at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 Kings Arms Yard, London EC2R 7AF (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 and acknowledgement by

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

#### WHEREAS:

This deed is supplemental to a deed of charge dated 17 December 2021 (the **Deed of Charge**) and made 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;

A Vehicle Declaration of Trust with an effective date on or about the date hereof (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

This deed is made by the Issuer and the Seller in favour of the Security Trustee in accordance with and pursuant to Clause 3.8 (Scottish Security) of the Deed of Charge.

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

The master definitions schedule made between, amongst others, the Issuer and the Seller dated 17 December 2021 (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.

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.

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 effective 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.

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

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 Vehicle Declaration of Trust 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.

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 in counterpart by the parties as undernoted, with an effective date of 22 February 2024 and with the counterparts executed by BMF SME Finance Limited and Blue Motor Finance Limited being treated as delivered on such date and in such order:

**SUBSCRIBED** for and on behalf of  
**BMF SME FINANCE LIMITED**

At Sundridge,  
on 22 February 2024

by 

S J Williams

Before this witness

Witness: 

Full Name: Mark Ford

Address: 2 Crown Point Cottage, Sevenoaks Road, Seal Chart, TN15 0HB

**SUBSCRIBED** for and on behalf of the said  
**Blue Motor Finance Limited**

At Sundridge  
on 22 February 2024

by 

Christopher Jones

Before this witness

Witness:



Full Name: Mark Ford

Address: 2 Crown Point Cottage, Sevenoaks Road, Seal Chart, TN15 0HB