



Registration of a Charge

Company name: **DOWSON 2020-1 PLC**

Company number: **12403175**

Received for Electronic Filing: **03/04/2020**



X9270XPU

Details of Charge

Date of creation: **24/03/2020**

Charge code: **1240 3175 0002**

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 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: 12403175

Charge code: 1240 3175 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2020 and created by DOWSON 2020-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2020 .

Given at Companies House, Cardiff on 6th April 2020

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

by

- (1) **DOWSON 2020-1 PLC**, a public limited company incorporated in England and Wales (registered number 12403175), and having its registered office at 1 Bartholomew Lane, London EC2N 2AX (the "**Issuer**");

in favour of

- (2) **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:

- (3) **OODLE FINANCIAL SERVICES LIMITED**, a company incorporated in England and Wales with limited liability (registered number 07277272) whose registered office is located at 1 Callaghan Square, Cardiff CF10 5BT (the "**Seller**").

WHEREAS:

- (A) This deed is supplemental to a deed of charge dated on or about the date of this deed (the "**Deed of Charge**") and made between, *inter alios*, 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 Sale Proceeds Floating Charge with an effective date of even date with the effective date hereof (the "**Vehicle Sale Proceeds Floating Charge**") has been entered into between the Seller and the Issuer, in terms of which Vehicle Sales Proceeds governed by or otherwise subject to Scots law are charged by the Seller in favour of 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 3.7 (*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 about the effective date of this deed (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 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 Obligations the Issuer's whole right, title and interest, present and future, in and to the Vehicle Sale Proceeds Floating Charge.
3. The Issuer (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignment 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 Vehicle Sale Proceeds Floating Charge.
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 Vehicle Sale Proceeds 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 consisting of this and the preceding page are executed in counterpart by the parties as undernoted with an effective date of 24 March 2020 and with the counterparts executed by Dowson 2020-1 Plc and Oodle Financial Services Limited being treated as delivered on such date as follows:

SUBSCRIBED for and on behalf of the said
DOWSON 2020-1 PLC

At London

On 20 March 2020

By **Tom Litchfield**

per pro Intertrust Directors 1 Limited

Full Name

Authorised Signatory/Director

before this witness:



Witness

Bonnie So

Full Name

Atlantic House Address
Halbarn Road
London, EC1A 2FG

SUBSCRIBED for and on behalf of
OODLE FINANCIAL SERVICES LIMITED

At

On

By

.....
Full Name

.....
Authorised Signatory/Director

before this witness:

..... Witness

..... Full Name

..... Address