



**Registration of a Charge**

Company name: **ZEPHYR FUNDING LIMITED**

Company number: **11418651**

Received for Electronic Filing: **15/12/2020**



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**Details of Charge**

Date of creation: **09/12/2020**

Charge code: **1141 8651 0002**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

**Contains fixed charge(s).**

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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 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: **LINKLATERS LLP**



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

Company number: 11418651

Charge code: 1141 8651 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2020 and created by ZEPHYR FUNDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2020 .

Given at Companies House, Cardiff on 16th December 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

## Supplemental Deed of Charge

Dated 9 December 2020

between

**ZEPHYR FUNDING LIMITED**

as Chargor and Borrower

and

**CITICORP TRUSTEE COMPANY LIMITED**

as Security Trustee

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

*Linklaters LLP*

Ref L-303904

Linklaters LLP  
Date: 15 December 2020

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## Supplemental Deed of Charge

THIS DEED is dated 9 December 2020 and made between:

- (1) **ZEPHYR FUNDING LIMITED**, (registered number 11418651), a private limited company incorporated under the laws of England and Wales, whose registered office is at 5 Churchill Place, 10th Floor, London, England, E14 5HU as chargor and borrower (the "**Chargor**" and "**Borrower**"); and
- (2) **CITICORP TRUSTEE COMPANY LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 0235914, acting through its office at 6<sup>th</sup> Floor, Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as security trustee for the Secured Creditors (the "**Security Trustee**").

### Background

- (A) The Chargor purchased buy-to-let mortgage loans originated under the Zephyr Homeloans brand and secured on residential properties in England and Wales.
- (B) The Chargor and the Security Trustee (among others) entered into a deed of charge dated 17 September 2018 (the "**Deed of Charge**").
- (C) The Chargor and the Security Trustee are supplementing the Deed of Charge by way of this Deed. The Security Trustee is entering into this Deed on the irrevocable and unconditional instruction of the Facility Agent.

IT IS AGREED as follows:

### 1 Definitions

- 1.1 Terms used in this Deed shall, unless otherwise defined herein, have the meaning given in the Deed of Charge.
- 1.2 In this Deed:
  - "**New Collection Account**" means the account held by Topaz Finance Limited with HSBC, sort code [REDACTED] and account number [REDACTED];
  - "**New Collection Account Declaration of Trust**" means the declaration of trust over the New Collection Account dated on or about the date of this Deed and entered into between Topaz Finance Limited and the Borrower;
- 1.3 The provisions of clause 2 (*Interpretation*) of the Deed of Charge apply to this Deed, except that references to the Deed of Charge shall be construed as references to this Deed.
- 1.4 This Deed is supplemental to the Deed of Charge.

### 2 Supplemental Security

- 2.1 Without prejudice to the existing security under Clause 5 (*Security*) of the Deed of Charge, the Chargor, by way of security for the discharge of the Secured Obligations, with full title guarantee hereby:

**2.1.1 New Collection Account:** charges by way of first fixed charge to the Security Trustee all its rights, title, interest and benefit, present and future, to the New Collection Account and all sums of money which may now be or hereafter are from time to time standing to the credit of the New Collection Account, together with all interest accruing from time to time thereon and the debts represented by each such account.

**2.1.2 New Collection Account Declaration of Trust:**

- (i) assigns to the Security Trustee all its rights, title, interest and benefit, present and future, to and in the New Collection Account Declaration of Trust, including all rights to receive payment of any amounts which may become payable to the Chargor thereunder and all payments received by the Chargor thereunder including, without limitation, all rights to serve notices, give consents and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and/or otherwise act thereunder and pursuant thereto and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof; and
- (ii) charges by way of first fixed charge to the Security Trustee all its rights, title, interest and benefit, present and future, to and in all trusts constituted pursuant to and under the New Collection Account Declaration of Trust and all rights, monies, powers, proceeds and property whatsoever which may from time to time and at any time be distributed or derived from, or accrue on or relate to such rights in respect of all trusts constituted pursuant to and under the New Collection Account Declaration of Trust in any way whatsoever, including all rights to receive payment of any amounts which may become payable to the Chargor thereunder and all payments received by the Chargor thereunder and also including, without limitation, all rights to serve notices, give consents and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and/or otherwise act thereunder and pursuant thereto and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof.

**2.2** The Security Trustee shall hold the benefit of the security granted in Clause 2.1 of this Deed in accordance with Clause 6 (*Trust for the Secured Creditors*) of the Deed of Charge.

**2.3** The Chargor has procured that the Legal Title Holder, as trustee pursuant to the Collection Account Declaration of Trust, acknowledges the assignment by way of security of the Chargor's rights in respect of the Collection Account Declaration of Trust under Clause 2.1 of this Deed.

**2.4** The Chargor agrees to execute and deliver such further notices of assignment or charge for the purpose of perfecting the security granted in Clause 2.1 of this Deed upon first written demand of the Security Trustee.

### **3 Miscellaneous**

**3.1** This Deed is a Transaction Document.

- 3.2** The provisions of the Deed of Charge and the other Transaction Documents shall, save as amended by this Deed, continue in full force and effect. This Deed shall be construed and read as one with the Deed of Charge so that references in the Deed of Charge to “this Deed” shall be taken to include a reference to this Deed.
- 3.3** Nothing in this Deed shall be construed as any impairment, renewed granting, release or memorandum of satisfaction in whole or in part of the security created under the Deed of Charge.
- 3.4** The Chargor shall pay on demand to the Security Trustee all costs, charges and expenses (including any applicable value added tax) incurred by the Security Trustee in connection with or relating to this Deed and matters related to this Deed.

#### **4 Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

#### **5 Third Party Rights**

The Parties acknowledge and agree that Clause 32 (*Contracts (Rights of Third Parties) Act 1999*) of the Deed of Charge shall apply *mutatis mutandis* to this Deed.

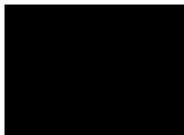

#### **6 Governing Law and Jurisdiction**

The Parties acknowledge and agree that Clause 33 (*Governing Law and Jurisdiction*) of the Deed of Charge shall apply *mutatis mutandis* to this Deed.


This Deed has been executed and delivered as a deed on the date stated above.

**The Chargor and Borrower:**


**EXECUTED** and delivered as a **DEED**  
for and on behalf of  
**ZEPHYR FUNDING LIMITED**  
acting by its director:


  
per pro ~~CSO~~ Directors (No.1) Limited  


In the presence of:

Witness signature: 

Name: Tom Uitchfield

Address: 

Occupation: 



The Security Trustee:

EXECUTED and delivered as a DEED  
for and on behalf of  
CITICORP TRUSTEE COMPANY LIMITED  
acting by its lawfully appointed attorney:

Attorney

Viola Japaul

In the presence of:

Witness signature:

Name:

Address:

Occupation: