

LL MR01

Particulars of a charge created by a Limited
Liability Partnership (LLP)

106348/13
Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form LL MR0

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COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

LLP details

LLP number

O C 3 5 5 1 6 1

LLP name in full

Clydesdale Covered Bonds No.2 LLP
(the "LLP")

3 4

For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date

d 2 8 m 1 0 y 2 0 y 1 5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

Deutsche Trustee Company Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X

For and on behalf of Shepherd and Wedderburn LLP (acting on behalf of the LLP)

X

This form must be signed by a person with an interest in the charge

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Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Andrew Kinnes (C2456 291)

LLP name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900



Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For LLPs registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC355161

Charge code: OC35 5161 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2015 and created by CLYDESDALE COVERED BONDS NO.2 LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 6th November 2015.

Given at Companies House, Cardiff on 12th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



SHEPHERD+ WEDDERBURN

ASSIGNATION IN SECURITY

Clydesdale Covered Bonds No.2 LLP
as LLP

Clydesdale Bank PLC
as Seller

Deutsche Trustee Company Limited
as Security Trustee

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006,
this is a true copy of the original

Signed

Date

[Signature]
3 NOVEMBER 2015

For and on behalf of Shepherd and Wedderburn LLP

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL
DX 551970 Edinburgh 53
T +44 (0)131 228 9900
F +44 (0)131 228 1222
www.shepwedd.co.uk

THIS ASSIGNATION IN SECURITY is made BETWEEN

- (1) **CLYDESDALE COVERED BONDS NO.2 LLP** (registered number OC355161), a limited liability partnership incorporated under the laws of England and Wales whose registered office is at Third Floor, 88 Wood Street, London EC2V 7QQ (referred to herein as the "**LLP**"),
- (2) **CLYDESDALE BANK PLC** (registered number SC001111), whose registered office is at 30 St Vincent Place, Glasgow G1 2HL (referred to herein as the "**Seller**"), and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED** (registered number 338230), acting through its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as "**Security Trustee**", which expression shall include its successor or successors as trustee under and in terms of the Deed of Charge)

WHEREAS:

- (A) This deed is supplemental to a Deed of Charge dated 1 December 2010 (as the same may be supplemented, amended and restated from time to time) (the "**Deed of Charge**") made between, *inter alios*, the LLP and the Security Trustee,
- (B) In terms of the Deed of Charge the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors,
- (C) A Scottish Declaration of Trust dated 28 October 2015 (the "**Scottish Declaration of Trust**") has been entered into between the Seller and the LLP and delivered, in terms of which certain Scottish Mortgage Loans together with their related Scottish Mortgages and other collateral security relative thereto as more fully specified and defined in the Scottish Declaration of Trust (the "**Scottish Trust Property**") are held in trust by the Seller for the LLP, and
- (D) This deed is made by the LLP and the Seller in favour of the Security Trustee in accordance with and pursuant to clause 3.4 (*Scottish Trust 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 *inter alios* the LLP, the Seller and the Security Trustee dated 1 December 2010 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 clause 2 of the Master Definitions and Construction Agreement
- 2 The LLP binds and obliges itself with and undertakes to the Security Trustee as trustee for the Secured Creditors that it will, subject to the provisions of the Programme Documents, duly and punctually pay and discharge the Secured Obligations in accordance with the terms of clause 2 (*Covenant to Pay Secured Obligations and Discharge Secured Obligations*) of the Deed of Charge
- 3 The LLP as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 4 (*Release of Charged Property*) 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 LLP's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property pursuant to the trusts declared in clauses 2 (*Declaration of Trust*) and 7.1 (*All Moneys Mortgage Declaration of Trust*), respectively, of the Scottish Declaration of Trust and in and to the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto

- 4 The LLP (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 3 hereof to, respectively, (1) the Seller as trustee under the trust declared in clause 2 (*Declaration of Trust*) of the Scottish Declaration of Trust and (2) the LLP (in its capacity as All Moneys Mortgage Trustee) as trustee under the trust declared in clause 7.1 of the Scottish Declaration of Trust and (1) the Seller and (2) the LLP (in its capacity as All Moneys Mortgage Trustee) by their execution hereof immediately subsequent to the execution of this deed by the LLP (in its own right) consent thereto, acknowledge such notice and intimation and confirm that save under or pursuant to the Programme Documents as at the date hereof they have not received notification of any other dealing with the Scottish Trust Property or the Scottish Declaration of Trust or any part thereof
- 5 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 (*Security and Declaration of Trust*) of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 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 and obligations comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this deed
- 6 This deed 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 are executed for and on behalf of the LLP and the Seller as follows:

SUBSCRIBED for and on behalf of the said

CLYDESDALE COVERED BONDS NO.2 LLP

acting by

Miss Soney

(Print Full Name)

as attorney for Clydesdale Bank PLC, a duly
authorised member of Clydesdale Covered Bonds
No 2 LLP

before this witness

Targol Rushtchi

(Print Full Name)

(Signature) U

Witness

Structured Funding Treasury
1st Floor Waverley Street
London EC2V 7QQ
(Address of witness)

both together at London

on 28 October 2015

SUBSCRIBED for and on behalf of the said

CLYDESDALE BANK PLC

acting by

STEPHEN HYNES

Attorney

(Print Full Name)

(Signature)

Attorney

before this witness

Targol Rashtchi

(Print Full Name)

(Signature)

Witness

Structured Funding Treasury
1st Floor 88 Wood Street
London EC2V 7QQ

(Address of witness)

both together at London

on 28 October 2015

SUBSCRIBED for and on behalf of the said

CLYDESDALE COVERED BONDS NO.2 LLP (in its

capacity as All Moneys Mortgage Trustee)

acting by

Miss Sonei

(Print Full Name)

as attorney for Clydesdale Bank RLC, a duly
authorised member of Clydesdale Covered Bonds
No 2 LLP

before this witness

Targol Rashtchi

(Print Full Name)

(Signature)

Witness

Structured Funding Treasury
1st Floor 88 Wood Street
London EC2V 7QQ

(Address of witness)

both together at London

on 28 October 2015