



Registration of a Charge

Company name: **CAPE FUNDING NO. 1 PLC**

Company number: **08821279**



X3Z87RN5

Received for Electronic Filing: **16/01/2015**

Details of Charge

Date of creation: **09/01/2015**

Charge code: **0882 1279 0011**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, AS SECURITY TRUSTEE**

Brief description: **REFER SCOTTISH SUPPLEMENTAL CHARGE, ASSIGNATION IN SECURITY**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **SUE ABRAHAMS, FOR AND ON BEHALF OF SFM CORPORATE
SERVICES LIMITED, AS SECRETARY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8821279

Charge code: 0882 1279 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th January 2015 and created by CAPE FUNDING NO. 1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2015 .

Given at Companies House, Cardiff on 19th January 2015

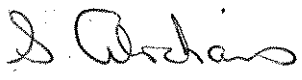
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**


SFM Corporate Services Limited
as Secretary

Certified as a True Copy of the Original
Date 14/01/2015

FORM OF SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

BETWEEN

- (1) CAPE FUNDING NO. 1 PLC (registered number 08821279), a public limited company incorporated in England and Wales, whose registered office is at c/o Structured Finance Management Limited, 35 Great St. Helen's, London EC3A 6AP (referred to herein as the **Issuer**); and
- (2) TSB BANK PLC (registered number SC095237) a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH (referred to hereinafter as the **Seller**).

WHEREAS:

- (A) This deed is supplemental to a Deed of Charge dated on or about 20 May 2014 (the **Deed of Charge**) made between, *inter alios*, the Issuer and BNY Mellon Corporate Trustee Services Limited (the **Security Trustee**, which expression shall include its successor or successors as trustee under and in terms of the Deed of Charge);
- (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 on or about 09/01/2015 (the **Scottish Declaration of Trust**) has been entered into between the Seller and the Issuer and delivered, in terms of which certain Scottish Loans together with their related Scottish Mortgages and other collateral security relative thereto as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Seller for 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 3.5 (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 and Construction Schedule made between *inter alios* the Issuer and the Seller dated on or about 20 May 2014 is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Construction 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 (Interpretation and Construction) of the Master Definitions and Construction Schedule.
2. The Issuer covenants with and undertakes to the Security Trustee as trustee for the Secured Creditors that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of the Deed of Charge and each Transaction Document.
3. The Issuer 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 Assets) of the Deed of Charge (with effect from 20 May 2014 (the Effective Date)) 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, interest and benefit, present and future, in and to the Scottish Trust Property 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 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 3 (Security and Declaration of Trust) hereof to the Seller as trustee under the Scottish Declaration of Trust and the Seller by its execution hereof immediately subsequent to the execution of this deed by the Issuer consents thereto, 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 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 from the Effective Date be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 3 (Security and Declaration of Trust) 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 governed by and construed in accordance with Scottish law.

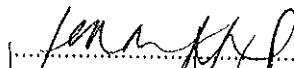
SUBSCRIBED for and on behalf of the said
CAPE FUNDING NO. 1 PLC
per pro SFM Directors Limited and
SFM Directors (No.2) Limited

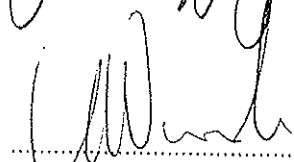
at LONDON

on 09/01/2015

by:

per pro SFM Directors Limited
as Director

 Director

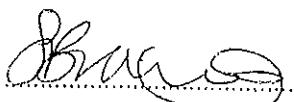
 per pro SFM Directors (No.2) Limited
as Director
Director

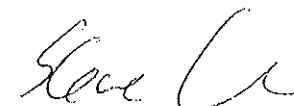
SUBSCRIBED for and on behalf of the said
TSB BANK PLC
as Seller

at TSB Bank plc, BARNWOOD2, BARNWOOD, GLOS, GL4 3RL

on 9/01/2015

by: SHARON BRAIN

 Attorney/Authorised Signatory

 Attorney/Authorised Signatory