



Registration of a Charge

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

Company number: **08821279**



X413WDQY

Received for Electronic Filing: **12/02/2015**

Details of Charge

Date of creation: **10/02/2015**

Charge code: **0882 1279 0012**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED (THE SECURITY TRUSTEE)**

Brief description: **REFER FORM OF SCOTTISH SUPPLEMENTAL CHARGE ASSIGNATION IN SECURITY DOCUMENT**

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 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2015 and created by CAPE FUNDING NO. 1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2015 .

Given at Companies House, Cardiff on 13th February 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**



Certified as a True Copy of the Original

Date 12/02/2015 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 10/02/2015 (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.

