

MG01

Particulars of a mortgage or charge

106798/13



iris
LASERFORM

A fee is payable with this form

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Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

THURSDAY



LD4 *L3YZAYC5* 60
13/10/2011
COMPANIES HOUSE

1

Company details

Company number

7 4 5 4 2 8 3

Company name in full

LANNRAIG MASTER ISSUER PLC ("the Company")

1

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

03 09 2011

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A deed of charge dated 30 September 2011 made between, inter alios, (1)
the Company and (2) Citibank, N A, London Branch (the "Security
Trustee") (the "Deed of Charge").

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

400
+
(1)

All monies, obligations and liabilities whatsoever
which now are or at any time from the date of
creation of this charge may (whether before or
after demand) become due, owing or incurred by the
Company to each of the Issuer Secured Creditors,
whether actually or contingently, under the Deed of
Charge or any other of the Issuer Transaction
Documents.

Continuation page

Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Defined Terms</u></p> <p>"Class A Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant Issuer Master Definitions schedule</p> <p>"Class B Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule</p> <p>"Class C Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms. and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.</p> <p>"Class D Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.</p> <p>"Class E Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms. and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule</p> <p>"Class Z Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.</p> <p>"Deed of Accession" means in relation to the Company, a deed executed by, among others, the Company, the Security Trustee and any new secured creditor of the Company.</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Defined Terms (continued)</u></p> <p>"Issuer Secured Creditors" means the Security Trustee (and any receiver appointed pursuant to the terms of the Deed of Charge), Citicorp Trustee Company Limited as note trustee; the Issuer Swap Providers; Clydesdale Bank PLC as issuer start-up loan provider, issuer account bank, issuer cash manager; Structured Finance Management Limited as issuer corporate services provider and the Noteholders and each new issuer secured creditor who accedes to the Deed of Charge from time to time under a Deed of Accession or a supplemental deed of charge.</p> <p>"Issuer Transaction Documents" means, in respect of the Company, each of the following documents:</p> <ul style="list-style-type: none"> (a) a programme agreement, dated 30 September 2011, between, inter alios, the Company, Clydesdale Bank PLC as Clydesdale, Yorkshire Bank Home Loans Limited as YBHL, Lannraig Funding Limited as Funding, Lannraig Trustees Limited as mortgages trustee and Barclays Bank PLC as arranger; (b) a global intercompany loan agreement, dated 30 September 2011, between, inter alios, Lannraig Funding Limited, the Company and the Security Trustee; (c) a funding deed of charge, dated 30 September 2011, between, inter alios, Lannraig Funding Limited, Clydesdale Bank PLC as cash manager, funding basis rate swap provider, account bank to Funding and an originator, Yorkshire Bank Home Loans Limited as an originator, Lannraig Trustees Limited, the Company, Structured Finance Management Limited as corporate services provider to Funding and the Security Trustee, (d) an issuer trust deed, dated 30 September 2011, between, inter alios, the Company and Citicorp Trustee Company Limited as note trustee, (e) an issuer corporate services agreement, dated 30 September 2011, between, inter alios, SFM Corporate Services Limited as holdings share trustee, Lannraig Holdings Limited, Lannraig Funding Limited, Clydesdale Bank PLC, the Company, the Security Trustee and Structured Finance Management Limited as corporate services provider; (f) an issuer bank account agreement, dated 30 September 2011, between, inter alios, the Company, Clydesdale Bank PLC as issuer cash manager and issuer account bank and the Security Trustee; 	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Defined Terms (continued)</p> <p>"Issuer Transaction Documents" (continued)</p> <p>(g) an issuer cash management agreement, dated 30 September 2011, between, inter alios, Clydesdale Bank PLC as issuer cash manager, the Company and the Security Trustee;</p> <p>(h) an issuer start-up loan agreement, dated 30 September 2011, between, inter alios, the Company, Clydesdale Bank PLC as issuer start-up loan provider and the Security Trustee,</p> <p>(i) an issuer paying agent and agent bank agreement, dated 30 September 2011, between, inter alios, the Company, the Security Trustee and Citicorp Trustee Company Limited as note trustee,</p> <p>(j) an issuer master definitions schedule, dated 30 September 2011, between, inter alios, the Company, Citicorp Trustee Company Limited, the Security Trustee, Structured Finance Management Limited, Lannraig Funding Limited and Clydesdale Bank PLC,</p> <p>(k) each programme issuance document to which the Company is a party,</p> <p>(l) each other programme document to which the Company is a party; and</p> <p>(m) each other deed, document, agreement, instrument or certificate entered into or to be entered into by the Company under or in connection with any of the documents set out in paragraphs (a) through (m) above or the transactions contemplated in them (including any agreement entered into by the Company as a replacement of any of the documents set out in paragraphs (a) through (n) above).</p> <p>"Noteholders" means, in relation to the Notes, the holders of the class A notes, the class B notes, the class C notes, the class D notes, the class E notes and the class Z notes of any series or any of them.</p> <p>"Notes" means all of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class Z Notes of the Company or any of them as the context may require.</p>	

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Citibank, N A., London Branch	
Address	Citigroup Centre, 33 Canada Square, London	
Postcode	E 1 4 5 L B	
Name		
Address		
Postcode		

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p><u>Charged Property</u></p> <p>In the Deed of Charge the Company, by way of first fixed security for the payment or discharge of the Issuer Secured Obligations, assigned to the Security Trustee, all of its right, title, benefit and interest and all claims, present and future, in, to and under the security and all property, assets, rights and claims held on trust for the Security Trustee for the payment or discharge of the relevant Funding Secured Obligations pursuant to the Funding Deed of Charge, including without limitation, all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof and the proceeds of any of the foregoing, to hold the same unto the Security Trustee absolutely. This security interest was and is intended to be a specific and fixed assignment by way of security of, or specific and fixed charge over (as the case may be) the property and assets to which they relate, both present and future, including property and assets which are acquired after the date of the Deed of Charge.</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Contractual Rights

In the Deed of Charge, the Company, by way of first fixed security for the payment or discharge of the Issuer Secured Obligations assigned to the Security Trustee, all of its right, title, benefit and interest, present and future, in, to and under each of the Issuer Transaction Documents (other than the Deed of Charge and provided that the assignment of the right, title, benefit and interest of the Company under each Issuer Swap Agreement is subject to the rights of set-off and netting provided therein) including, without limitation, all rights to receive payment of any amounts which may become payable to the Company thereunder and all payments received by the Company thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof and the proceeds of any of the foregoing, to hold the same unto the Security Trustee absolutely. This security interest was and is intended to be a specific and fixed assignment by way of security of, or specific and fixed charge over (as the case may be) the property and assets to which they relate, both present and future, including property and assets which are acquired after the date of the Deed of Charge

Accounts

In the Deed of Charge, the Company charged in favour of the Security Trustee, by way of first fixed security, for the payment or discharge of the Issuer Secured Obligations all of its rights, title, benefit and interest, present and future, in, to and under:

- (a) each Issuer Bank Account;
- (b) any Issuer Swap Collateral Account, and
- (c) each other account (if any) in which the Company may at any time have or acquire any right, title, benefit or interest,

and to all monies now or at any time standing to the credit thereof and the debts represented by them together with all rights and claims relating or attached thereto including, without limitation, the right to interest and the proceeds of any of the foregoing, to hold the same into the Issuer Security Trustee absolutely. This security interest was and is intended to be a specific and fixed assignment by way of security of, or specific and fixed charge over (as the case may be) the property and assets to which they relate, both present and future, including property and assets which are acquired after the date of the Deed of Charge.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><u>Authorised Investments and Swap Collateral</u></p> <p>In the Deed of Charge, the Company charged in favour of the Security Trustee, by way of first fixed security for the payment or discharge of the Issuer Secured Obligations, all of its right, title, benefit and interest, present and future in, to and under</p> <p>(a) any Authorised Investment purchased using monies standing to the credit of any Issuer Bank Account; and</p> <p>(b) any Swap Collateral in the form of securities for the time being owned by it,</p> <p>and all rights in respect of or ancillary to such Authorised Investments and such Swap Collateral, including the right to income, distributions and the proceeds of any of the foregoing, to hold the same into the Security Trustee absolutely. This security interest was and is intended to be a specific and fixed assignment by way of security of, or specific and fixed charge over (as the case may be) the property and assets to which they relate, both present and future, including property and assets which are acquired after the date of the Deed of Charge.</p> <p><u>Floating Charge</u></p> <p>In the Deed of Charge, the Company charged, by way of first floating security for the payment or discharge of the Issuer Secured Obligations, in favour of the Security Trustee the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future, including without limitation its uncalled capital, other than any property or assets for the time being the subject of a fixed charge or effectively assigned as described above and/or pursuant to any Deed of Accession (but excluding from the foregoing exception all undertaking, property, assets and rights of the Company, present and future, situated in Scotland or the rights to which are governed by the laws of Scotland, all of which were charged by the floating charge thereby created)</p>

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Defined Terms

"Authorised Investment" means

- (a) sterling gilt-edged securities, and
- (b) sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper) (which may include deposits into any account which earns a rate of interest related to LIBOR) which (A) have a maturity date of 90 days or less and mature on or before the next following Note Payment Date and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being an authorised institution under FSMA) are rated at least equal to F1+ by Fitch Ratings Limited ("**Fitch**") and P-1 by Moody's Investor Services Limited ("**Moody's**"), or (B) are otherwise acceptable to Fitch and Moody's (if they are notified in advance) to maintain the then-current rating of the Notes

"Class A Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant Issuer Master Definitions schedule.

"Class B Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.

"Class C Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms. and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.

"Class D Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.

"Class E Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms. and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Defined Terms (continued)

"Class 2 Notes" means, in relation to the Company, the Notes of any series designated as such (or a sub-class of such) in the applicable final terms and, in relation to any other Issuer, the Notes issued by such Issuer which are defined as such under the relevant issuer master definitions schedule.

"Deed of Accession" means in relation to the Company, a deed executed by, among others, the Company, the Security Trustee and any new secured creditor of the Company

"Funding" means Lannraig Funding Limited, a private limited company incorporated under the laws of England and Wales, registered number 7681029.

"Funding Deed of Charge" means the deed of charge and the Schedules thereto entered into on 30 September 2011 among Funding, Citibank, N A , London Branch, the Company, the Security Trustee, Clydesdale Bank PLC, Structured Finance Management Limited and Lannraig Trustees Limited (incorporated under the laws of Jersey) and including each Deed of Accession entered into in connection therewith

"Funding Secured Obligations" means any and all of the monies, obligations and liabilities which Funding covenants to pay or discharge under the Funding Deed of Charge and all other amounts owed by it to the secured creditors of Funding pursuant to the provisions of the programme documents.

"Issuer Bank Accounts" means the Issuer Dollar Account, the Issuer Euro Account, the Issuer Sterling Account, the Issuer Swap Collateral Accounts and any additional bank accounts of the Company as may, from time to time, be opened in accordance with the terms of the Issuer Bank Account Agreement and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge and **"Issuer Bank Account"** means any of them

"Issuer Bank Account Agreement" means the bank account agreement dated on 30 September 2011 between the Company, Clydesdale Bank PLC as the Issuer Cash Manager and Issuer Account Bank and the Security Trustee

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
		<p><u>Defined Terms (continued)</u></p> <p>"Issuer Dollar Account" means the account of the Company (sort code 82-69-18, account number 4546427240501) held with the issuer account bank, denominated in US dollars and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge, and such additional or replacement accounts denominated in US dollars as may, from time to time be opened in accordance with the terms of the Issuer Bank Account Agreement and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge</p> <p>"Issuer Euro Account" means the account of the Company (sort code 82-69-18, account number 4546427240502) held with the issuer account bank, denominated in Euro and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge, and such additional or replacement accounts of the Company denominated in Euro as may, from time to time be opened in accordance with the terms of the Issuer Bank Account Agreement and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge.</p> <p>"Issuer Secured Creditors" means the Security Trustee (and any receiver appointed pursuant to the terms of the Deed of Charge); Citicorp Trustee Company Limited as note trustee; the Issuer Swap Providers; Clydesdale Bank PLC as issuer start-up loan provider, issuer account bank, issuer cash manager, Structured Finance Management Limited as issuer corporate services provider and the Noteholders and each new issuer secured creditor who accedes to the Deed of Charge from time to time under a Deed of Accession or a supplemental deed of charge</p> <p>"Issuer Sterling Account" means the account of the Company (sort code 82-69-18, account number 4546427240500) held with the issuer account bank, denominated in Sterling and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge, and such additional or replacement accounts denominated in Sterling as may, from time to time be opened in accordance with the terms of the Issuer Bank Account Agreement and maintained pursuant to the terms of the Issuer Bank Account Agreement and the Deed of Charge</p> <p>"Issuer Secured Obligations" means any and all of the monies, obligations and liabilities and all other amounts, due, owing, payable or owed by it to the Issuer Secured Creditors under and pursuant to the Issuer Transaction Documents.</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><u>Defined Terms (continued)</u></p> <p>"Issuer Swap Agreement" means the ISDA master agreements, schedules thereto and confirmations thereunder relating to the currency and/or interest rate swaps to be entered into on or around each closing date in connection with the Notes, and any credit support annexes or other credit support documents entered into at any time, among the Company and the applicable issuer swap provider and/or any credit support provider</p> <p>"Issuer Swap Collateral Accounts" means an account opened in the name of the Company for the purpose of holding Swap Collateral in cash and an account opened in the name of the Company for the purpose of holding Swap Collateral in the form of securities.</p> <p>"Issuer Swap Providers" means, in relation to a series and class of Notes, the institutions identified as the issuer swap provider(s) for such Notes in the applicable final terms</p> <p>"Issuer Transaction Documents" means, in respect of the Company, each of the following documents:</p> <ul style="list-style-type: none"> (a) a programme agreement, dated 30 September 2011, between, inter alios, the Company, Clydesdale Bank PLC as Clydesdale, Yorkshire Bank Home Loans Limited as YBHL, Lannraig Funding Limited as Funding, Lannraig Trustees Limited as mortgages trustee and Barclays Bank PLC as arranger; (b) a global intercompany loan agreement, dated 30 September 2011, between, inter alios, Lannraig Funding Limited, the Company and the Security Trustee, (c) a funding deed of charge, dated 30 September 2011, between, inter alios, Lannraig Funding Limited, Clydesdale Bank PLC as cash manager, funding basis rate swap provider, account bank to Funding and an originator, Yorkshire Bank Home Loans Limited as an originator, Lannraig Trustees Limited, the Company, Structured Finance Management Limited as corporate services provider to Funding and the Security Trustee, (d) an issuer trust deed, dated 30 September 2011, between, inter alios, the Company and Citicorp Trustee Company Limited as note trustee (e) an issuer corporate services agreement, dated 30 September 2011, between, inter alios, SFM Corporate Services Limited as holdings share trustee, Lannraig Holdings Limited, Lannraig Funding Limited, Clydesdale Bank PLC, the Company, the Security Trustee and Structured Finance Management Limited as corporate services provider, 	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Defined Terms (continued)

"Issuer Transaction Documents" (continued)

- (f) an issuer bank account agreement, dated 30 September 2011, between, inter alios, the Company, Clydesdale Bank PLC as issuer cash manager and issuer account bank and the Security Trustee,
- (g) an issuer cash management agreement, dated 30 September 2011, between, inter alios, Clydesdale Bank PLC as issuer cash manager, the Company and the Security Trustee;
- (h) an issuer start-up loan agreement, dated 30 September 2011, between, inter alios, the Company, Clydesdale Bank PLC as issuer start-up loan provider and the Security Trustee,
- (i) an issuer paying agent and agent bank agreement, dated 30 September 2011, between, inter alios, the Company, the Security Trustee and Citicorp Trustee Company Limited as note trustee;
- (j) an issuer master definitions schedule, dated 30 September 2011, between, inter alios, the Company, Citicorp Trustee Company Limited, the Security Trustee, Structured Finance Management Limited, Lannraig Funding Limited and Clydesdale Bank PLC;
- (k) each programme issuance document to which the Company is a party;
- (l) each other programme document to which the Company is a party; and
- (m) each other deed, document, agreement, instrument or certificate entered into or to be entered into by the Company under or in connection with any of the documents set out in paragraphs (a) through (m) above or the transactions contemplated in them (including any agreement entered into by the Company as a replacement of any of the documents set out in paragraphs (a) through (n) above)

"Notes" means all of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class Z Notes of the Company or any of them as the context may require

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Defined Terms (continued)

"**Note Payment Date**" means, in respect of a series and class of Notes, the monthly payment date(s) specified as such for such Notes in the applicable final terms

"**Swap Collateral**" means, at any time, any asset (including without limitation, cash and/or securities) which is paid or transferred by an issuer swap provider to, or held by, the Company or to Funding, as applicable, as collateral to secure the performance by such issuer swap provider of its obligations under the relevant Issuer Swap Agreement together with any income or distributions received in respect of such asset (if the Company or Funding, as applicable, is entitled to retain the same).

Further Assurance

The Deed of Charge contains covenants for further assurance

Negative Covenants

The Deed of Charge contains negative covenants.

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7**Particulars as to commission, allowance or discount (if any)**

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance
or discount

None.

8**Delivery of instrument**

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9**Signature**

Please sign the form here

Signature

Signature

X Clifford Chance LLP

X

This form must be signed by a person with an interest in the registration of 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Francesca Segurini 70-40499940

Company name Clifford Chance LLP
(via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company'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:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included the original deed with this form
- ☒ [X] You have entered the date the charge was created
- ☒ [X] You have supplied the description of the instrument
- ☒ [X] You have given details of the amount secured by the mortgage or chargee
- ☒ [X] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [X] You have entered the short particulars of all the property mortgaged or charged
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee



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.

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 companies registered in England and Wales.

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

For companies 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 companies 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7454283
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 30
SEPTEMBER 2011 AND CREATED BY LANNRAIG MASTER
ISSUER PLC FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO EACH OF THE ISSUER SECURED
CREDITORS ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
13 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES