

MR01

Particulars of a charge

106495/13

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](http://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 the  
instrument Use form MR08



SCT 30/11/2015 #225  
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 Company details**

Company number 09168088  
Company name in full Temese Funding 2 Plc (the "Issuer")

3 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 Charge creation date**

Charge creation date 20 11 2015

**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 HSBC Corporate Trustee Company (UK) Limited  
(the "Trustee")

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 company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company 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 company 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 MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

*Shepherd and Wedderburn LLP*

For and on behalf of Shepherd and Wedderburn LLP

X

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

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Particulars of a charge



**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 I10063 1027/CRB/MCW/RMM

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country

DX

Telephone 0131 473 5676



**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**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ 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 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 9168088

Charge code: 0916 8088 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2015 and created by TEMESE FUNDING 2 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2015

Given at Companies House, Cardiff on 7th December 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## SCOTTISH SUPPLEMENTAL SECURITY

### ASSIGNATION IN SECURITY BY:

- (1) **TEMESE FUNDING 2 PLC** incorporated under the Companies Act 2006 in England (registered number 9168088) and having its registered office 35 Great St. Helen's, London, EC3A 6AP, United Kingdom (the "Issuer"),

in favour of.

- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** incorporated under the Companies Act in England (number 06447555) and having its registered office at 8 Canada Square, London E14 5HQ (the "Trustee", which expression shall include such company and all other persons or companies for the time being acting under the Trust Deed, the Deed of Charge or under this Deed in the capacity of trustee or trustees), and

### WHEREAS:

- (A) This deed is supplemental to a Deed of Charge and Assignment dated 14 November 2014 (the "Deed of Charge") made between the Issuer, the Trustee and others;
- (B) The Trustee, *inter alia*, holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors;
- (C) Investec Asset Finance PLC, a company incorporated under the Companies Act in England (Registered Number 02179313) and having its registered office at Reading International Business Park, Reading, RG2 6AA, United Kingdom (the "Seller") has, pursuant to a receivables sale agreement dated 14 November 2014, entered into an assignment and trust deed dated 20 November 2015 (the "Scottish Transfer") in respect of the Scottish Assets (as defined therein) (the "Scottish Assets"); and
- (D) This deed is made by the Issuer in favour of the Trustee in accordance with and pursuant to Clause 3.2 of the Deed of Charge.

### THE ISSUER HEREBY DECLARES AS FOLLOWS:

1. Words and expressions defined in the Master Definitions Schedule dated 14 November 2014 and signed for the purpose of identification by Milbank, Tweed, Hadley & McCloy LLP and White & Case LLP as amended from time to time shall, unless the context otherwise requires, have the same meanings in this deed (including the recitals thereto)
2. The Issuer covenants with and undertakes to the Trustee (for its own account and as trustee for the other Secured Creditors) and binds and obliges itself that it will duly and punctually pay and discharge the Secured Amounts in accordance with the terms of Clause 2 (*The Issuer's Covenant to Pay*) of the Deed of Charge including, without prejudice to the foregoing generality:
  - 2.1 all moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer.

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

27/11/15

For and on behalf of Shepherd and Wedderburn LLP

- (a) to the order of the Trustee and/or any Receiver under the Deed of Charge, this Deed, the Trust Deed or the Conditions at the times and in the manner provided therein, and/or
- (b) under or in respect of the Notes; and/or
- (c) to the Trustee on any account whatsoever, whether as principal or surety and whether or not directly with another; and

2.2 all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to each of the other Secured Creditors in accordance respectively with each of the other relevant Transaction Documents.

3. The Issuer, as holder of the beneficial interest or otherwise therein, with absolute warrantice and subject to the proviso for redemption contained in Clause 4 (*Redemption and Release*) of the Deed of Charge, to the extent not already assigned pursuant to the Deed of Charge, HEREBY ASSIGNS to and in favour of the Trustee and its successors and assignees, as continuing first fixed security for the discharge and payment of the Secured Amounts, all its right, title, interest and benefit, present and future, in, under and pursuant to:

3 1 the Scottish Transfer; and

3 2 the Scottish Assets

including, in each case, the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and documents relating to the Scottish Assets and any Ancillary Rights governed by or otherwise subject to Scots law including (without prejudice to the generality of the foregoing) any consents, reports, opinions, certificates and other statements of fact or opinion or both given in connection with the Scottish Assets and any Ancillary Rights governed by or otherwise subject to Scots law (and all causes and rights of action of the Issuer against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the Underlying Agreements in relation to each Scottish Asset, surrogating and substituting the Trustee in its full right and place therein and thereto

4. Notice of this deed and the assignation in security constituted hereby shall be deemed to be given by the Issuer (for itself and on behalf of the Trustee) to the Seller on receipt of a copy of this deed by the Seller (whether by email, fax or otherwise), whether or not acknowledged hereon or thereon and whether or not the principal of this deed is also physically delivered
- 5 The whole 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*) of the Deed of Charge shall be deemed to be repeated herein *mutatis mutandis* 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, 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 the laws of Scotland.

IN WITNESS WHEREOF these presents are executed for and on behalf of the Issuer as follows:

**SUBSCRIBED** for and on behalf of the said  
**TEMESE FUNDING 2 PLC**

at .. London .. . . .

on .. 20/11/2015 .. . . .

by [REDACTED]

..... ALINE STERNBERG .....

per pro SFM Directors Limited

Director

[REDACTED]

..... DEBRA PARSALL .....

per pro SFM Directors Limited (No. 2) Limited

Director

both before this witness:

[REDACTED]

(witness signature)

..... KERRI EPHGRAVE .....


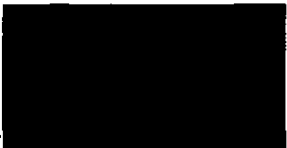
(witness name)

20 GERRARD ST. E. HILL  
London  
..... EC4A 3DF .....

(witness address)

We, **INVESTEC ASSET FINANCE PLC**, hereby acknowledge receipt of a copy of the foregoing assignment and notice of the assignment in security constituted thereby and confirm that, save under or pursuant to the Transaction Documents, as at the date hereof we have not received notification of any other dealing with the Scottish Assets or any part thereof

**SUBSCRIBED** for and on behalf of the said  
**INVESTEC ASSET FINANCE PLC**

at Reading International Business Park,  
on 20th November 2015 Reading  
by  .....  
Authorised Signatory  .....  
Authorised Signatory

Both in the presence of the following witness:

Witness Signature:  .....

Witness Name: LAWLA CLAY .....

Address: Reading International  
Business Park, Reading,  
RG2 6AA .....