

MR01

Particulars of a charge



Companies House

231948113

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 no
instrument. Use form

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
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
delivered with a court order extending the time for delivery

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

WEDNESDAY



LD2 06/05/2015 #72
COMPANIES HOUSE

1 Company details

Company number 09386653

Company name in full RESIDENTIAL MORTGAGE SECURITIES 28 PLC

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 06/05/2015

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 WELLS FARGO TRUST CORPORATION 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

MR01

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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

NONE

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 White & Case LLP. X

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

MRO1

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 TITU BASU

Company name WHITE & CASE LLP

Address 5 OLD BROAD STREET

Post town LONDON

Country/Region LONDON

Postcode E C 2 N 1 D W

Country UNITED KINGDOM

DX

Telephone 0207 532 1418



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 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

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9386653

Charge code: 0938 6653 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th May 2015 and created by RESIDENTIAL MORTGAGE SECURITIES 28 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2015

P

Given at Companies House, Cardiff on 12th May 2015



Companies House



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

WHITE & CASE

Dated 6 May 2015

Supplemental Deed of Charge

between

Residential Mortgage Securities 28 PLC
as Issuer

and

Wells Fargo Trust Corporation Limited
as Security Trustee

We certify that this is a true copy
of the original.

NAME: White & Case LLP

WHITE & CASE

White & Case LLP
5 Old Broad Street
London EC2N 1DW

Assignment in Security by

- (1) **Residential Mortgage Securities 28 PLC** incorporated under the Companies Act 2006 in England (registered number 09386653) and having its registered office at 35 Great St Helen's, London EC3A 6AP (the "**Issuer**");

in favour of
- (2) **Wells Fargo Trust Corporation Limited** whose registered number is 4409492 and whose registered office is at One Plantation Place, 30 Fenchurch Street, London EC3M 3BD in its capacity as Security Trustee for and on behalf of the Noteholders (the "**Security 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).

Whereas

- (A) This deed is supplemental to a Deed of Charge and Assignment dated 6 May 2015 (the "**Deed of Charge**") made between, *inter alios*, the Issuer, the Security Trustee and others,
- (B) 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) Pursuant to (i) a Scottish Declaration of Trust by Kensington Mortgage Company Limited in favour of the Issuer dated 20 March 2015, (ii) a Scottish Declaration of Trust by Hyde Park Mortgage Funding Limited in favour of the Issuer dated 20 March 2015, and (iii) a Scottish Declaration of Trust by Finsbury Park Mortgage Funding Limited in favour of the Issuer dated 20 March 2015 (the "**Scottish Declarations of Trust**"), 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 for the Issuer by the Legal Title-Holders, and
- (D) This deed is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to Clause 3 4 1 of the Deed of Charge.

Now therefore it is agreed as follows:

- 1 Words and expressions defined in the Master Definitions Schedule dated 20 March 2015 and initialled for the purpose of identification by Berwin Leighton Paisner 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 Security Trustee and binds and obliges itself that it will duly and punctually pay or discharge the Secured Amounts in accordance with the terms of Clause 2 (*The Issuer's Covenant to Pay*) of the Deed of Charge and without prejudice to the foregoing generality all moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer
 - (a) To the order of the Security Trustee and/or any Receiver under the Deed of Charge, the Trust Deed or the Conditions at the times and in the manner provided therein,
 - (b) Under or in respect of the Notes, and/or
 - (c) To the Security Trustee on any account whatsoever, whether as principal or surety and whether or not directly with another; and

This is the schedule referred to in the foregoing Assignment in Security by Residential Mortgage Securities 28 PLC in favour of Wells Fargo Trust Corporation Limited as trustee.

Part 1 Form of Intimation

To *[insert names and addresses of the relevant Legal Title-Holders]*

WE, RESIDENTIAL MORTGAGE SECURITIES 28 PLC (registered number 09386653), a private limited company incorporated under the laws of England and Wales and having its registered office at 35 Great St Helen's, London EC3A 6AP (the Issuer) refer to the assignment in security dated the date hereof (a certified copy of which is annexed hereto) granted by us, the Issuer, in favour of **WELLS FARGO TRUST CORPORATION LIMITED** (registration number 4409492), a limited liability company incorporated under the laws of England and Wales having its registered office at One Plantation Place, 30 Fenchurch Street, London EC3M 3BD as trustee (the "**Security Trustee**") (the "**Supplemental Deed of Charge**") Unless the context otherwise requires or unless otherwise defined herein, terms defined in this intimation shall have the same meaning as in the Supplemental Deed of Charge

We, hereby (on behalf of ourselves and the Security Trustee) intimate and give notice to you in your capacity as trustee under the relevant Scottish Declaration of Trust granted by you in our favour dated 20 March 2015 that pursuant to the Supplemental Deed of Charge we have assigned to the Security Trustee our whole right, title and interest, present and future, in and to the Scottish Trust Property as defined in the aforementioned Scottish Declaration of Trust

Please acknowledge receipt of this intimation and your acceptance of its contents by signing the attached duplicate acknowledgement and returning a copy to us at 35 Great St. Helen's, London EC3A 6AP (Email: directors-uk@sfmeurope.com) (Attention: The Directors)

This intimation shall be deemed to be delivered and the assignment of the Scottish Trust Property referred to above intimated to the addressee noted above on receipt by the addressee of this intimation or a copy hereof (whether by e mail, fax or otherwise), whether or not acknowledged hereon or thereon and whether or not the principal intimation is also itself physically delivered

Date.

.....
for and on behalf of Residential Mortgage Securities 28 PLC

Part 2

Form of Acknowledgement

[to be attached to intimation]

To: Residential Mortgage Securities 28 PLC
35 Great St Helen's
London EC3A 6AP
(the "Issuer")
(Email directors-uk@sfmeurope.com) (Attention The Directors)

We acknowledge receipt of a form of intimation dated the date hereof (the "Intimation") and addressed to us by the Issuer in relation to the assignation by the Issuer of the Scottish Trust Property pursuant to the Supplemental Deed of Charge as referred to in the Intimation

By our execution hereof, we each consent to and acknowledge such notice and intimation 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 relevant Scottish Trust Property or any part thereof or the relevant Scottish Declaration of Trust

Unless the context otherwise requires or unless otherwise defined herein, terms defined in this acknowledgment shall have the same meaning as in the Intimation.

This acknowledgement shall be deemed to be delivered to the addressees noted above on receipt by the addressee of this acknowledgement or a copy hereof (whether by e mail, fax or otherwise), whether or not acknowledged hereon or thereon and whether or not the principal acknowledgement is also itself physically delivered

Date

for and on behalf of [insert name of Legal Title Holder]

[
for and on behalf of [insert name of Legal Title Holder]]