

112955/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



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 there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
scanned and placed on the public record **Do not send the original**



LD8 31/07/2015 #324

COMPANIES HOUSE

For official use

### 1 Company details

Company number 09387837

Company name in full Lansdowne 199 Limited  
(the "Chargor")

**Filling 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 27/07/2015

### 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 Bank of America Merrill Lynch International Limited  
as Security 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

# MR01

## Particulars of a charge

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### 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

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### 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

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### 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

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### 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

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### Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### 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 charge

# MR01

## 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 **Nicholas Henneberry 70-40603424**

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.

- ☒ 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: 9387837

Charge code: 0938 7837 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2015 and created by LANSDOWNE 199 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2015.

Given at Companies House, Cardiff on 5th August 2015

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**Companies House**



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

We hereby certify this  
to be a true copy of the  
original.

Signed Clifford Clume LLP

SCOTTISH SUPPLEMENTAL CHARGE  
ASSIGNATION IN SECURITY

Clifford Clume LLP  
10 Upper Bank St  
London E14 5JJ 30 July  
2015

BETWEEN

- (1) **LANSDOWNE 199 LIMITED**, (registered number 9387837), a limited company incorporated under the laws of England and Wales with its registered office at 5<sup>th</sup> Floor, 6 St. Andrew Street, London EC4A 3AE (referred to herein as the "**Chargor**"), and
- (2) **CAPITAL HOME LOANS LIMITED** (registered number 02174236), a public limited company incorporated under the laws of England and Wales with its registered office at Admiral House, Harlington Way, Fleet, Hampshire GU51 4YA (referred to hereinafter as the "**Seller**")

WHEREAS

- (A) This deed is supplemental to a Deed of Charge dated 27 July 2015 (the "**Deed of Charge**") made between the Chargor and Bank of America Merrill Lynch International Limited, registered number 1009248 a company incorporated in England and Wales with limited liability with its principal office at 2 King Edward Street, London EC1A 1HQ (the "**Security Trustee**", which expression shall include its successor or successors as trustee under and in terms of the Deed of Charge)
- (B) The Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge on trust for the Secured Parties
- (C) A Scottish Declaration of Trust dated 24 July 2015 (the "**Scottish Declaration of Trust**") has been entered into between the Seller and the Chargor and delivered, in terms of which certain Scottish Mortgage Loans and the Scottish Mortgages together with their Related Security 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 Chargor, and
- (D) This Deed is made by the Chargor and the Seller in favour of the Trustee in accordance with and pursuant to Clause 4.3 of the Deed of Charge.

NOW THEREFORE the parties **HAVE AGREED** and **DO HEREBY AGREE** as follows:

- 1 Expressions defined in the mortgage sale agreement dated 24 July 2015 between the Chargor and the Seller (the "**Mortgage Sale Agreement**") and the Deed of Charge shall, except where the content otherwise required and save where otherwise defined therein, 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 1 (*Definitions*) of the Mortgage Sale Agreement
- 2 The Chargor covenants with and undertakes to the Security Trustee as trustee for the Secured Parties that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of the Deed of Charge and each Finance Document

- 3 The Chargor as holder of the beneficial interest therein and with absolutely warrandice and subject to the proviso for release contained in Clause 21 (*Release of Security*) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Chargor's whole right, title and interest present and future, in and to the beneficial interest in 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 Chargor (for itself and on behalf the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 3 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 Chargor 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 4 (*Creation of Fixed Security*) of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 3 hereof and the security and other rights and power created under and pursuant hereto and the security and the 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 and construed in accordance with Scots law.

**IN WITNESS WHEREOF** these presents typewritten on this and the preceding two pages are executed for and on behalf of the Chargor and the Seller as follows:

**SUBSCRIBED** for and on behalf of the said  
**LANDSDOWNE 199 LIMITED**


at MILTON KEYNES

on 24 JULY 2015

by a Director  
in the presence of:

) 

Signature of witness  
Name of witness  
Address of witness  
Occupation of witness

  
NICHOLAS BROCK  
Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

**SUBSCRIBED** for and on behalf of the said  
**CAPITAL HOME LOANS LIMITED**


at MILTON KEYNES

on 24 JULY 2015

by a Director  
in the presence of:

) 

Signature of witness  
Name of witness  
Address of witness  
Occupation of witness

  
NICHOLAS BROCK  
Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

Summer Law Clerk

Clifford Chance LLP  
10 Upper Bank St,  
London E4 5JJ

Nicholas Henneberry 25.15