Companies House

MR01(ef)

Registration of a Charge

Company name: **DUNCAN FUNDING 2016-1 PLC**

Company number: **10091290**

Received for Electronic Filing: **15/10/2019**

X8G4G76W

Details of Charge

Date of creation: **10/10/2019**

Charge code: **1009 1290 0081**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED (ACTING AS SECURITY TRUSTEE FOR THE SECURED CREDITORS AS DEFINED IN THE ACCOMPANYING INSTRUMENT)**

Brief description: **N/A**

Contains fixed charge(s).

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: **INTERTRUST CORPORATE SERVICES LIMITED AS SECRETARY**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10091290

Charge code: 1009 1290 0081

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2019 and created by DUNCAN FUNDING 2016-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th October 2019 .

Given at Companies House, Cardiff on 16th October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Certified as a true copy of the original

Intertrust Corporate Services Limited as Secretary

FORM OF SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

BETWEEN

(1) **DUNCAN FUNDING 2016-1 PLC** (registered number 10091290), a public limited company incorporated in England and Wales, whose registered office is at c/o Intertrust 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 27 May 2016 (the **Deed of Charge**) made between, *inter alios*, the Issuer and Citicorp Trustee Company 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 October 2019 (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 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 27 May 2016 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 the Deed of Charge (with effect from 10 October 2019 (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.

4. The Issuer (for itself and on behalf of 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 Issuer 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 the Deed of Charge shall from the Effective Date 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 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 Scottish law.

SUBSCRIBED for and on behalf of the said
DUNCAN FUNDING 2016-1 PLC
per pro **Intertrust Directors 1 Limited** and
Intertrust Directors 2 Limited

at 35 Great St. Helen's London EC3A 6AP

on 10 OCT 2019

by: .... Director

.... Director

SUBSCRIBED for and on behalf of the said
TSB BANK PLC
as **Seller**

at TSB Bank PLC, BARNWOOD, GLOS, GL4 3OU

on 10/10/2019

by: SHARON BEAN .... Attorney/Authorised Signatory