



Registration of a Charge

Company name: **THISTLE INVESTMENTS (AMC) LIMITED**

Company number: **10408065**



X5MG4FBF

Received for Electronic Filing: **23/12/2016**

Details of Charge

Date of creation: **16/12/2016**

Charge code: **1040 8065 0001**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED (AS SECURITY TRUSTEE)**

Brief description:

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10408065

Charge code: 1040 8065 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2016 and created by THISTLE INVESTMENTS (AMC) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2016 .

Given at Companies House, Cardiff on 28th December 2016

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY between:

- (1) **THISTLE INVESTMENTS (AMC) LIMITED**, a private limited company incorporated in England and Wales (registered number 10408065), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the "Issuer"); and
- (2) **THE AGRICULTURAL MORTGAGE CORPORATION PLC**, a company incorporated in England and Wales with limited liability (registered number 0023474), and having its registered office at Charlton Place, Charlton Road, Andover, Hampshire Sp10 1RE (the "Seller").

WHEREAS:

- (A) This deed is supplemental to a deed of charge dated on or before the effective date hereof (the "Deed of Charge") and made between the Issuer and **CITICORP TRUSTEE COMPANY LIMITED**, a private limited company incorporated and registered in England and Wales, registration number 00235914, whose registered office is located at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (acting in its capacity as the "Security Trustee", which expression includes such company and all other persons or companies for the time being acting as security trustee or security trustees under the Deed of Charge);
- (B) In terms of the Deed of Charge the Security Trustee, amongst other things, 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 with an effective date of even date with the effective date hereof (the "Scottish Declaration of Trust") has been entered into between the Seller and the Issuer and delivered, in terms of which certain Scottish Mortgage Loans together with their Ancillary Rights 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 in accordance with and pursuant to clause 3.7 of the Deed of Charge.

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

1. The master definitions and common terms agreement made between, amongst others, the Issuer and the Seller dated on or around the effective date hereof (as amended and restated from time to time) (the "Master Definitions and Common Terms Agreement") is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Common Terms Agreement 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 the Master Definitions and Common Terms Agreement.
2. The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 6 (*Release*) 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 Liabilities the Issuer's whole right, title and interest, 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.
3. 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 2 hereof to the Seller and the Seller by its execution hereof 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 Mortgage Loans or the Scottish Trust Property or any part thereof.
4. 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 3 (*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 2 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.

5. This deed may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterpart:
- (a) this deed will not take effect until each of the counterparts hereof, together with the Scottish Declaration of Trust, have been delivered;
 - (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered; and
 - (c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed.
6. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed in counterpart by the parties as undernoted, with an effective date of 16 December 2016 and with the counterparts executed by Thistle Investments (AMC) Limited and The Agricultural Mortgage Corporation plc being treated as delivered on such date and in such order as follows:

SUBSCRIBED for and on behalf of the said
Thistle Investments (AMC) Limited

at London

on 15/12/2016

by
Nella Liburd

Name:

Title: Authorised Signatory

In the presence of this witness:

[Redacted] Witness

OREY SALU Witness name

35 Great St Helens
London Witness address.
EC3A 6AP

SUBSCRIBED for and on behalf of the said
The Agricultural Mortgage Corporation plc

at ANDOVER

on 15/12/16

by

J.E. ALRIGHT
Name:

and Before his witness

J. SULLIVAN
Name:

Title: Director

Title: Director

Witness

BMC, CHARLTON PLACE, CHARLTON RD. ANDOVER
Witness Address SP10 1RE