

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

106957/13

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

☒ **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 LL MR08

For further information, please
refer to our guidance at
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
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. The
certified copy must be scanned and placed on the public record. **Do not send the original.**

THURSDAY



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25/02/2016

COMPANIES HOUSE

#598

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

LLP details

LLP number

O C 3 1 2 6 4 4

LLP name in full

Abbey Covered Bonds LLP

2

Charge creation date

Charge creation date

d 2 3 m 0 2 y 2 0 y 1 6

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

Deutsche Trustee Company Limited

(the "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

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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 LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP 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 LLP 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 LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X

Kara Jackson

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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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 S0803 78/SRG/FMB

LLP name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country Scotland

DX

Telephone 0131 473 5676



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 LLPs registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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

LLP number: OC312644

Charge code: OC31 2644 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2016 and created by ABBEY COVERED BONDS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 25th February 2016.

✓

Given at Companies House, Cardiff on 2nd March 2016



Companies House



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



SHEPHERD & WEDDERBURN

**SCOTTISH SUPPLEMENTAL CHARGE
ASSIGNATION IN SECURITY**

by

ABBEY COVERED BONDS LLP

in favour of

DEUTSCHE TRUSTEE COMPANY LIMITED

with the consent, acknowledgement and confirmation of

SANTANDER UK PLC

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 *John Jane*

Date 25.2.2016.

For and on behalf of Shepherd and Wedderburn LLP

ASSIGNATION IN SECURITY

by

ABBEY COVERED BONDS LLP (registered number OC312644), a limited liability partnership incorporated under the laws of England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (referred to herein as the LLP)

in favour of

DEUTSCHE TRUSTEE COMPANY LIMITED (registered number 00338230), a company incorporated under the laws of England and Wales acting through its offices at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the **Security Trustee**, which expression shall include its successor or successors as trustee under and in terms of the Deed of Charge)

with the consent, acknowledgement and confirmation of

SANTANDER UK PLC (registered number 02294747) a public limited company incorporated under the laws of England and Wales whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (referred to herein as the **Seller**)

WHEREAS.

- (A) This Scottish Supplemental Charge is supplemental to a Deed of Charge dated 3 June 2005 as modified and/or restated on 4 October 2007, 20 May 2008, 9 September 2011, 12 July 2013 and 25 June 2014 (the **Deed of Charge**) made between, *inter alios*, the LLP and the Security Trustee,
- (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 on trust for the Secured Creditors,
- (C) A Scottish declaration of trust dated 23 February 2016 (the **Scottish Declaration of Trust**) has been entered into between the Seller and the LLP and delivered, in terms of which certain Scottish Loans together with their Related Security as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Seller for the LLP, and
- (D) This Scottish Supplemental Charge is made in accordance with and pursuant to clause 2.5 of the Deed of Charge

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

- 1 The master definitions and construction agreement made between *inter alios* the LLP, the Security Trustee and the Seller dated 3 June 2005 as amended and restated on 4 October 2007, 20 May 2008, 8 September 2009, 8 November 2010, 9 September 2011 and 24 December 2012 as amended on 12 July 2013 and as further amended and restated on 23 June 2015 (as the same may be amended, varied and/or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Agreement**) is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Supplemental Charge, including the recitals hereto and this deed shall be construed in accordance with the interpretation provisions set out in clause 2 of the Master Definitions and Construction Agreement.
- 2 The LLP as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in Clause 3 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 LLP'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

3. The LLP (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 as trustee under the Scottish Declaration of Trust and the Seller by its execution hereof immediately subsequent to the execution of this Scottish Supplemental Charge by the LLP 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
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 2 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 Scottish Supplemental Charge shall be governed by and construed in accordance with the law of Scotland

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


SUBSCRIBED for and on behalf of the said
ABBEY COVERED BONDS LLP

at London

on 23 February 2016

by CLAIRE KURILE  Attorney
(Print Full Name)

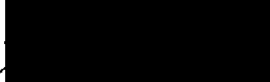
in the presence of this witness

 Witness
Jessica Thompson (Print Full Name)
2 Triton Square (Address)
Regent's Place
London NW1 3AN


SUBSCRIBED for and on behalf of the said
SANTANDER UK PLC

at London

on 23 February 2016

by SVJETLANA LUGONSKA  Attorney
(Print Full Name)

in the presence of this witness

 Witness
LUMINITA PROTOP (Print Full Name)
2 Triton Square (Address)
Regent's Place
London NW1 3AN