



Registration of a Charge

LLP name: **ABBEY COVERED BONDS LLP**

LLP number: **OC312644**

Received for Electronic Filing: **09/05/2017**



X661XJHT

Details of Charge

Date of creation: **05/05/2017**

Charge code: **OC31 2644 0035**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED (THE SECURITY TRUSTEE)**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC312644

Charge code: OC31 2644 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th May 2017 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) (Amendment) Regulations 2013 on 9th May 2017 .

Given at Companies House, Cardiff on 10th May 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



SHEPHERD+ WEDDERBURN

SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

by

ABBAY COVERED BONDS LLP

in favour of

DEUTSCHE TRUSTEE COMPANY LIMITED

with the consent, acknowledgement and confirmation of

SANTANDER UK PLC

ASSIGNATION IN SECURITY

by

- (1) **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

- (2) **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

- (3) **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, 25 June 2014 and as further modified and restated on 1 June 2016 (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 5 May 2017 (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, as amended and restated on 23 June 2015 and as further amended and restated on 1 June 2016 (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 hereunder 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.

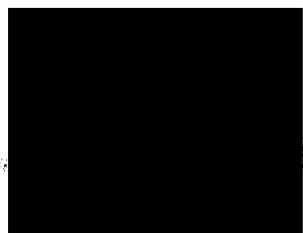
IN WITNESS WHEREOF these presents typewritten on this and the preceding page are executed for and on behalf of the LLP and the Seller as follows:

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

at London

on 5 May 2017

by Claire Kubile
 (Print Full Name)



Orney

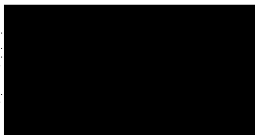
in the presence of this witness:



Witness

REBECCA NIND

(Print Full Name)



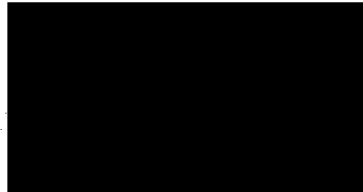
(Address)

SUBSCRIBED for and on behalf of the said
SANTANDER UK PLC

at London

on 5 May 2017

by **Matthew Leung**
.....
(Print Full Name)



Attorney

in the presence of this witness:



Witness

REBECCA NIND
.....

(Print Full Name)



(Address)