



**Registration of a Charge**

Company Name: **HACIENDA NO. 1 LIMITED**

Company Number: **12381717**



XC2F2MF6

Received for filing in Electronic Format on the: **28/04/2023**

**Details of Charge**

Date of creation: **12/04/2023**

Charge code: **1238 1717 0003**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**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: **INTERTRUST CORPORATE SERVICES LIMITED**



## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12381717

Charge code: 1238 1717 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2023 and created by HACIENDA NO. 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2023 .

Given at Companies House, Cardiff on 28th April 2023

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

APPENDIX 1

SCHEDULE 6

FORM OF SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY by:

- (1) HACIENDA NO.1 LIMITED, a private limited company whose registered office is at 1 Bartholomew Lane, London, EC2N 2AX and is registered under number 12381717, acting pursuant to and in accordance with the provisions of the Security Trust Deed and with the benefit of the protections set out therein (the "Issuer");

in favour of:

- (2) U.S. BANK TRUSTEES LIMITED, (registered number 02379632), a private limited liability company incorporated under the laws of England and Wales with its principal office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, acting pursuant to and in accordance with the provisions of this Security Trust Deed and with the benefit of the protections set out therein (in such capacity, the "Security Agent");

with intimation to and acknowledgment by :

- (3) PARATUS AMC LIMITED (registered number 03489004), a private limited company incorporated under the laws of England and Wales with its registered office at 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA (the "Seller").

WHEREAS:

- (A) This deed is supplemental to a security trust deed dated 13 March 2020 as supplemented by a supplemental security deed on 13<sup>th</sup> June 2022 (the "Security Trust Deed") and made between the Issuer and the Security Agent;
- (B) In terms of the Security Trust Deed the Security Agent, amongst other things, holds the security constituted or to be constituted by or pursuant to the Security Trust Deed for the Secured Parties;
- (C) A Scottish Declaration of Trust with an effective date of 12<sup>th</sup> April 2023 (the "Scottish Declaration of Trust") has been entered into by the Seller in favour of the Issuer and delivered, in terms of which certain Scottish Mortgage Loans together with their related Mortgages and Related Security, as more 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 4.7 (Scottish Supplemental Charge) of the Security Trust Deed.

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

1. Unless otherwise defined in this deed or the context requires otherwise, words and expressions used in this deed including the recitals hereto have the meanings and constructions ascribed to them in Schedule 1 (Master Definitions Schedule) of the master definitions schedule dated 13 March 2020, as amended on 18 June 2020 and as further amended and restated on 13<sup>th</sup> June 2022 (as the same may be

amended, varied or supplemented from time to time, the "Master Definitions Schedule") and this deed shall be construed in accordance with the principles of construction and interpretation set out in such Master Definitions Schedule.

2. The Issuer as holder of the beneficial interest therein and with absolute warrandice HEREBY ASSIGNS to and in favour of the Security Agent in security for the discharge and payment of the Secured Obligations the Issuer's whole right, title and interest, present and future, in and to the Scottish Trust Property and the Scottish Declaration of Trust, surrogating and substituting the Security Agent in its full right and place therein and thereto.
3. The Issuer (for itself and on behalf of the Security Agent) 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 of this deed acknowledges such notice and intimation and confirms that, save under or pursuant to the Transaction Documents, as at the effective date hereof it has not received notification of any other dealing with the Scottish 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 Security Trust Deed 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 Security), clause 33 (Scottish Supplemental Charge) and clause 34 (Scottish Sub-Security) of the Security Trust Deed 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 Security Trust Deed shall, except in so far as inconsistent herewith apply mutatis mutandis hereto provided always that this deed shall be without prejudice to the Security Trust Deed 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 said 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 shall be deemed delivered to the Security Agent on receipt by the Security Agent of a copy or copies of this deed (executed by the Issuer and/or the Seller) (whether by fax, e-mail or otherwise) and whether or not the principal of this deed is also physically delivered.
7. This deed is a Security Document.
8. 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 in this and the preceding two pages are executed in counterparts by the parties as undernoted, with an effective date of 12<sup>th</sup> April 2023 and with the counterparts executed by Hacienda No.1 Limited and Paratus AMC Limited being treated as delivered on such date and in such order as follows:

SUBSCRIBED for and on behalf of the said  
HACIENDA NO.1 LIMITED  
at ..... LONDON .....  
on ..... 20-04-23 .....

by **Sowmya Padmanabhan**  
.....  
Name

[Redacted Signature]  
.....  
per pro Intertrust Directors I Limited, as Director

Before this witness: [Redacted]  
Witness signature: .....  
Witness name: *Laura Cogg* .....  
Witness address: [Redacted]

SUBSCRIBED for and on behalf of the said  
PARATUS AMC LIMITED  
at [Redacted] Bracknell [Redacted]  
on 12/04/2023 .....

by  
.....  
Name Meave McHugh

[Redacted Signature]  
.....  
[Director][Authorised Signatory]

Before this witness: [Redacted]  
Witness signature: .....  
Witness name: *Ishaq Adigun* .....  
Witness address: [Redacted]