



**Registration of a Charge**

Company name: **SOFL FUNDING II LIMITED**

Company number: **10044902**



X6AJ2JMW

Received for Electronic Filing: **12/07/2017**

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**Details of Charge**

Date of creation: **06/07/2017**

Charge code: **1004 4902 0025**

Persons entitled: **INTERTRUST TRUSTEES LIMITED AS SECURITY TRUSTEE**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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 COMPANY  
SECRETARY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10044902

Charge code: 1004 4902 0025

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th July 2017 and created by SOFL FUNDING II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2017 .

Given at Companies House, Cardiff on 14th July 2017

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

**ASSIGNATION IN SECURITY** between:

- (1) **SOFL FUNDING II LIMITED**, a private limited company incorporated in England and Wales (registered number 10044902), and having its registered office at 35 Great St. Helen's, London EC3A 6AP (the "Issuer"); and
- (2) **STEP ONE FINANCE LIMITED**, a company incorporated in England and Wales with limited liability (registered number 07448379), and having its registered office at Premier House, 15-19 Church Street West, Woking, GU21 6DJ (the "Seller").

**WHEREAS:**

- (A) This deed is supplemental to a deed of charge dated 20 May 2016 (the "Deed of Charge") and made between the Issuer and **Intertrust Trustees Limited**, a company incorporated in England and Wales (registered number 07359549) whose registered office is at 35 Great St. Helen's, London EC3A 6AP (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) This deed is made by the Issuer in accordance with and pursuant to clause 3.5 of the Deed of Charge.

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

1. The master definitions schedule made between, amongst others, the Issuer and the Seller dated 20 May 2016 (as amended and restated from time to time) (the "**Master Definitions Schedule**") is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions 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 the Master Definitions Schedule.
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 dated on or around the effective date hereof, 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 assignment 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 (*Creation of 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 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 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 06 July 2017 and with the counterparts executed by SOFL Funding II Limited and Step One Finance Limited being treated as delivered on such date and in such order as follows:

SUBSCRIBED for and on behalf of the said  
**SOFL Funding II Limited**


at LONDON

on 06 JULY 2017 per pro Intertrust Directors 1 Limited  
as Director

by

  
Name Aline Sternberg Title: Authorised Signatory

Before this witness:

Witness signature: 

Witness name: **Ikram Seled**

Witness address: 35 Great St Helens  
London  
EC3A 6AP

SUBSCRIBED for and on behalf of the said  
Step One Finance Limited

at ..... Woking .....


on ..... 6 July 2017 .....

by ..... Michael Childress .....

Name

  
Title: Authorised Signatory

before this witness:

Witness signature: .....  .....

Witness name: ..... MARCUS GODDARD .....

Witness address: ..... 34 PRIMROSE GARDENS  
BARINGSTOKE RG22 4UZ .....