



Registration of a Charge

Company name: **TURBO FINANCE 7 PLC**

Company number: **10357951**



X656A93S

Received for Electronic Filing: **26/04/2017**

Details of Charge

Date of creation: **20/04/2017**

Charge code: **1035 7951 0006**

Persons entitled: **WELLS FARGO TRUST CORPORATION LIMITED**

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10357951

Charge code: 1035 7951 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2017 and created by TURBO FINANCE 7 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2017 .

Given at Companies House, Cardiff on 27th April 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

THIS ASSIGNATION IS DELIVERED ON 20 April 2017

TURBO FINANCE 7 PLC (Registered Number 10357951) and having its Registered Office at 35 LP
Great St. Helen's, London EC3A 6AP (the "**Beneficiary**")

and

FIRSTRAND BANK LIMITED, acting through its London Branch at 2 - 6, Austin Friars, London EC2N
2HD (the "**Seller**")

in favour of

WELLS FARGO TRUST CORPORATION LIMITED, a company incorporated under the laws of
England and Wales with registered number 4409492 and having its registered office at 1 Plantation
Place, 30 Fenchchurch Street, London, EC3M 3BD, England (the "**Trustee**")

WHEREAS

1. In terms of a declaration of trust dated 20 April 2017 between the Seller and the Beneficiary (the "**Scottish Declaration of Trust**") the Seller declared a trust over the Scottish Sale Assets (as defined therein) in favour of the Beneficiary; and
2. The Beneficiary has agreed to assign its interest in the said Scottish Sale Assets including *inter alia* its interest in the Scottish Declaration of Trust to the Trustee in security for the Secured Obligations;

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

1. In this Assignment (including the Recitals hereto) words and expressions shall (unless otherwise defined in this Assignment or the context otherwise requires) have the same meanings respectively ascribed to them and shall be subject to construction in accordance with the provisions of the Master Framework Agreement dated 30 November 2016 made between, *inter alios*, the Beneficiary and the Trustee and as amended or amended and restated from time to time.
2. The Beneficiary covenants with and undertakes to the Trustee (for its own account and as trustee for the other Transaction Creditors) and binds and obliges itself that it will duly and punctually pay or discharge the Secured Obligations.
3. The Beneficiary HEREBY ASSIGNS to and in favour of the Trustee (for its own account and as trustee for the other Transaction Creditors) by way of security for the discharge and payment of the Secured Obligations its whole right title and interest in and to the Scottish Trust Property including *inter alia* its interest under and in terms of the Scottish Declaration of Trust (and the Scottish Sale Assets defined therein), surrogating and substituting the Trustee in its full right and place therein and thereto.
4. The Beneficiary hereby intimates to the Seller the assignment in security made in terms of Clause 3 hereof and the Seller by its execution of this Assignment subsequent to the execution hereof by the Beneficiary acknowledges such notice and intimation and confirms that as at the date hereof they have not received any notification of any other dealing with the Scottish Trust Property (including the Scottish Sale Assets defined in the Scottish Declaration of Trust), the Beneficiary's interest under the Scottish Declaration of Trust or any part thereof.
5. Where this Assignment is executed in counterparts:

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

Solicitors

25 April 2017

London EC2N

Ref: FIR478

- (a) this Assignment shall not take effect until all of the counterparts have been delivered; and
- (b) each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered. The agreed date will be inserted on page 1 of this Assignment.

6. This Assignment shall be governed by and construed in accordance with the laws of Scotland.

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

SUBSCRIBED for and on behalf of the said **TURBO FINANCE 7 PLC**

by two Directors being

Intertrust Directors 1 Limited, as Director



(Signature of Director)

At London (place of signature)

On 20 April 2017 (date of signature)

before this witness



.....(Signature)

Abiola Motajo.....(Name)

B

35 Great St. Helen's
London
EC3A 6AP

.....(Address)

And

Intertrust Directors 2 Limited, as Director



(Signature of Director)

At London (place of signature)

On 20 April 2017 (date of signature)

before this witness



.....(Signature)

Abiola Motajo.....(Name)

35 Great St. Helen's
London
EC3A 6AP

.....(Address)

SUBSCRIBED for and on behalf of the said **FIRSTRAND BANK LIMITED**

by its duly appointed Attorney



.....
(Signature of Attorney)

At London (place of signing)

On 20 April 2017 (date of signature)

before this witness



.....(Signature)

Abiola Motajo.....(Name)

35 Great St. Helen's
London
EC3A 6AP

.....(Address)