



Registration of a Charge

Company name: **WOSL SPV 1 LIMITED**

Company number: **10960869**



X7YOIJ43

Received for Electronic Filing: **05/02/2019**

Details of Charge

Date of creation: **18/01/2019**

Charge code: **1096 0869 0005**

Persons entitled: **INTERTRUST TRUSTEES LIMITED (REGISTERED NUMBER 07359549)**

Brief description:

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GAENOR CASSELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10960869

Charge code: 1096 0869 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2019 and created by WOSL SPV 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2019 .

Given at Companies House, Cardiff on 6th February 2019

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

For and on behalf of Burness Paul LLP at Edinburgh on 5/02/2019
I certify that, save for the material redacted pursuant to section 859G of
the Companies Act 2006, this copy instrument is a correct copy of the
original instrument.

Form of Scottish Assignment in Security

ASSIGNATION IN SECURITY

BY:

- (1) **WOSL SPV 1 LIMITED**, a company incorporated in England and Wales under company number 10960869 with its registered office at 35 Great St. Helen's, London EC3A 6AP as issuer (the "**Issuer**"),

IN FAVOUR OF

- (2) **INTERTRUST TRUSTEES LIMITED** as security trustee for the Secured Parties (the "**Security Trustee**", which expression shall include such company and all other persons or companies for the time being acting as trustee or trustees under the Deed of Charge and this deed),

WITH THE ACKNOWLEDGMENT OF

- (3) **WEST ONE SECURED LOANS LIMITED**, a company incorporated in England and Wales under company number 09425230 with its registered office at 3rd Floor, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH as trustee pursuant to the Scottish Declaration of Trust (the "**Originator**").

WHEREAS

- (A) This deed is supplemental to a deed of charge originally dated 2 November 2017 (as the same may be amended, restated, varied, supplemented and/or otherwise modified from time to time, being the "**Deed of Charge**") made between, amongst others, the Issuer, the Originator and the Security Trustee.
- (B) The Security Trustee holds the security constituted or to be constituted by or pursuant to the Deed of Charge on trust for the Secured Parties.
- (C) A Scottish Declaration of Trust dated on 17 January 2019 and delivered on 18 January 2019 (the "**Scottish Declaration of Trust**") has been entered into by the Originator in favour of the Issuer, pursuant to which certain Scottish Mortgage Loans as more fully specified and defined therein together with their related Mortgages and other Collateral Security are held in trust by the Originator for the Issuer.
- (D) This deed is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to clause 5.2 (*Scottish Assignment in Security*) of the Deed of Charge.

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

1. Capitalised terms in this deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in schedule 1 (Master Definitions Schedule) to the master definitions agreement originally dated 2 November 2017 and amended and restated on 26 April 2018 between, amongst others, the parties to this deed (as the same may be amended, varied and/or supplemented from time to time, the "**Master Definitions Agreement**"). This deed shall be construed in accordance with the principles of construction and interpretation set out in such Master Definitions Agreement.
2. The Issuer undertakes to the Security Trustee as trustee for itself and for the Secured Parties that it will duly and punctually pay and discharge the Secured Liabilities in accordance with the terms of the Deed of Charge and each Transaction Document.
3. The Issuer as beneficiary under the Scottish Declaration of Trust and with absolute warrandice 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 (as defined in the Scottish Declaration of Trust) and in and to the Scottish Declaration of Trust (together, the "**Assigned Rights**"), subrogating and substituting the Security Trustee in its full right and place therein and thereto.
4. The Issuer (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 3 hereof to the Originator as trustee under the Scottish Declaration of Trust and the Originator in its capacity as trustee pursuant to the Scottish Declaration of Trust by its execution and delivery 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 Scottish Trust Property or the Scottish Declaration of Trust or any part thereof.
5. 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 the Deed of Charge and the security and other rights and powers created under and pursuant to clause 5.1 (*Fixed Security*) of the Deed of Charge shall be deemed to be repeated herein and shall apply mutatis mutandis to the Assigned Rights 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.


6. This deed and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with Scots law.

IN WITNESS WHEREOF this deed consisting of this and the preceding page is executed in counterpart as follows and DELIVERED on 18 January 2019 :

EXECUTED by WOSL SPV 1 LIMITED acting by a director:

Jackie Sarpong

Print Full Name

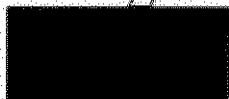

Authorised signatory of Intertrust
Directors 1 Limited, director

at: London (Place of signing)

on: 17/01/19

in the presence of the following witness:

Signature:



Name: Azad Dugala

Address:

35 Great St Helens
London
EC3A 6AP

EXECUTED by WEST ONE)
SECURED LOANS LIMITED acting)
by:)



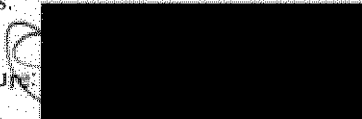
Director

at: 3rd Floor Premiere House, WDC 10H

on: 12/01/19

in the presence of the following
witness:

Signature:



Name: NINA NNAMDI IKE

Address: 3rd Floor Premiere House WDC 10H