



Registration of a Charge

Company name: **WOSL SPV 1 LIMITED**

Company number: **10960869**



X85W6X5S

Received for Electronic Filing: **20/05/2019**

Details of Charge

Date of creation: **08/05/2019**

Charge code: **1096 0869 0010**

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

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

Certified by:

JONATHAN HEANEY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10960869

Charge code: 1096 0869 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2019 and created by WOSL SPV 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2019 .

Given at Companies House, Cardiff on 21st May 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 Glasgow on 17/05/19

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

Retrocession and Assignment in Security

RETROCESSION AND 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 dated 2 November 2017 and as amended and restated on or about the date of this deed and as supplemented by a supplemental deed of charge dated on or about the date of this deed (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) The Scottish Declarations of Trust listed in the Schedule attached hereto (the "Scottish Declarations of Trust") have been entered into by the Originator in favour of the Issuer, pursuant to which certain Scottish Mortgage Loans together with their related Mortgages and Assigned Rights as more fully specified and defined therein (the "Scottish Trust Property") are held in trust by the Originator for the Issuer.

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



- 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 the Deed of Charge or the Master Definitions Agreement (as defined in the Deed of Charge) and this deed shall be construed in accordance with the principles of interpretation and constructions set out in them.
- 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.
- The Security Trustee hereby retrocesses and releases all Scottish Assignations in Security which have been granted in its favour prior to the date hereof and gives notice of and intimates such release and retrocession to the Originator as trustee under the Scottish Declarations of Trust and the Originator in its capacity as trustee pursuant to the Scottish Declarations of Trust by its execution and delivery hereof acknowledges such notice and intimation.
- The Issuer as beneficiary under the Scottish Declarations 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 Declarations of Trust) and in and to the Scottish Declarations of Trust (together, the "Assigned Rights"), surrogating and substituting the Security Trustee in its full right and place therein and thereto.

5. 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 4 hereof to the Originator as trustee under the Scottish Declarations of Trust and the Originator in its capacity as trustee pursuant to the Scottish Declarations 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 any part thereof or the Scottish Declarations of Trust.
6. 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 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.
7. 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 these presents typewritten on this and the preceding page are executed in counterpart as follows and DELIVERED on 3 May 2019:


EXECUTED by WOSL SPV 1 LIMITED acting by its directors:

<u>Aimee Bibizadeh</u> Print Full Name	 Director of Intertrust Directors 1 Limited, director
<u>Helena Whitaker</u> Print Full Name	 Director of Intertrust Directors 2 Limited, director

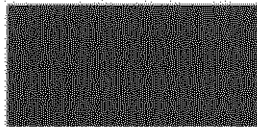
at: LONDON

on: 7/05/2019

altogether in the presence of the following witness:

Signature: 
Name: Priya Jeyaseelan
Address: 35 Great St. Helen's
London
EC3A 6AP

EXECUTED by INTERTRUST)
TRUSTEES LIMITED acting)
by:)



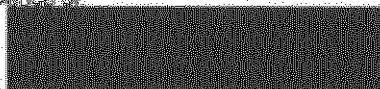
Attorney

at: LONDON

on: 07/05/2019

in the presence of

Signature:



Name:

Priya Jeyaseelan

Address:

35 Great St. Helen's
London
EC3A 6AP

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

Director

at:

on:

in the presence of:

Signature:

Name:

Address:

EXECUTED by INTERTRUST)
TRUSTEES LIMITED acting)
by:)

Attorney

at:

on:

in the presence of:

Signature:

Name:

Address:

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

Director

at: PREMIERE HOUSE, ECSTREE WAY, BOREHAMWOOD, WD6 1H

on: 7/5/19

in the presence of:

Signature:

Name: SARAH NOWMAN

Address: 34 ROSE STREET, WATFORD, WD24 6BP

This is the schedule referred to in the foregoing retrocession and assignation in security between WOSL SPV 1 Limited and Intertrust Trustees Limited acknowledged by West One Secured Loans Limited delivered on 8 May 2019.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 5 October 2018.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 28 November 2018.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 20 December 2018.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 18 January 2019.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 31 January 2019.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 12 February 2019.

Declaration of Trust between West One Secured Loans Limited and WOSL SPV 1 Limited dated 21 March 2019.