



**Registration of a Charge**

Company name: **WOSL SPV 1 LIMITED**

Company number: **10960869**



X88GWMAA

Received for Electronic Filing: **26/06/2019**

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**Details of Charge**

Date of creation: **07/06/2019**

Charge code: **1096 0869 0011**

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

Brief description:

**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 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:

**ALAN SOPPITT**



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

Company number: 10960869

Charge code: 1096 0869 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2019 and created by WOSL SPV 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2019 .

Given at Companies House, Cardiff on 27th June 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 26 June 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

*[Signature]*

### 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 3<sup>rd</sup> 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 as amended and restated on 30 April 2018 and amended on 31 December 2018 and as further amended and restated on 8 May 2019 (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 7 June 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 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.
- (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:

- 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 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**"), surrogating and substituting the Security Trustee in its full right and place therein and thereto.
- 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 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 these presents typewritten on this and the preceding page are executed in counterpart as follows and DELIVERED on: *7 June 2019*

EXECUTED by WOSL SPV 1 LIMITED acting by its director

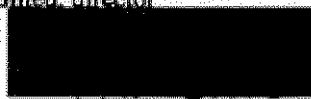
*Jackie Sarpong*

Print Full Name

  
Director of Intertrust Directors 1  
Limited, director

*Doug Armour*

Print Full Name

  
Director of Intertrust Directors 2  
Limited, director

35 Great St Helens  
at: London  
EC3A 6AP


on: *7 JUNE 2019*

altogether in the presence of the following witness:

Signature: 

Name: *ANNETTE OULEYE*


Address: 35 Great St Helens  
London  
EC3A 6AP

EXECUTED by INTERTRUST )  
TRUSTEES LIMITED acting )  
by: ) 

Attorney 35 Great St Helens  
at: London  
EC3A 6AP

on: 7 June 2019

in the presence of:

Signature: 

Name: ANNETTE OUALEYE

Address: 35 Great St Helens  
London  
EC3A 6AP

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

Director

at: BOREHAMWOOD WD6 1TH

on: 07/06/2019

in the presence of:

Signature: 

Name: NIKHIL BORKHATRIA

Address: 3<sup>rd</sup> FLOOR, PREMIERE HOUSE, BOREHAMWOOD, WD6 1TH