

Registration of a Charge

Company name: SPECIALIST LENDING MANAGEMENT 1 LIMITED

Company number: 11294658

Received for Electronic Filing: 23/10/2019



Details of Charge

Date of creation: 22/10/2019

Charge code: 1129 4658 0014

Persons entitled: CORTLAND TRUSTEES LIMITED

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11294658

Charge code: 1129 4658 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd October 2019 and created by SPECIALIST LENDING MANAGEMENT 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2019.

Given at Companies House, Cardiff on 24th October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





SUPPLEMENTAL TRUST ASSET NOTICE

From: Specialist Lending Ltd (Company Number 10664999)

10 Bressenden Place

London SW1E 5DH (the "**Seller**")

To: Specialist Lending Management 1 Ltd (Company Number 11294658)

10 Bressenden Place

London SW1E 5DH (the "**Buyer**")

Date: 22 October 2019

Scottish Declaration of Trust by the Seller in favour of the Buyer having an effective date of 15 May 2019 (the "Scottish Declaration of Trust")

- 1. We refer to the Scottish Declaration of Trust and the Master Sale and Purchase Agreement between the Selier and the Buyer dated 07 September 2018 (the "Master Sale and Purchase Agreement"). Terms defined (including by reference) in the Scottish Declaration of Trust or, as applicable the Master Sale and Purchase Agreement bear the same meanings in this Supplemental Trust Asset Notice.
- 2. This is a Supplemental Trust Asset Notice.
- 3. We, the Seller, hereby declare that we hold and, subject to Clause 4 of the Scottish Declaration of Trust, shall henceforth hold (or, as regards parts thereof not yet existing and vested in the Seller from and after the coming into existence and such vesting thereof), in trust in favour of the Buyer for the purposes of the Master Sale and Purchase Agreement and the Offers aftermentioned our whole rights, title, interest and benefit, present and future, in, to, under and relative to the Contract Rights arising under the Contracts identified in the Offers from the Seller to the Buyer delivered between 16 August 2019 and 22 October 2019 (the "Offers"), to the extent governed by or otherwise subject to Scots law (the "Additional Scottish Trust Property"), pending perfection of the legal title of the Buyer thereto pursuant to the terms of the Master Sale and Purchase Agreement or otherwise.
- 4. We, the Seller hereby intimates to the Buyer the coming into effect of the trust hereby declared and created and the Buyer by its execution of this Supplemental Trust Asset Notice acknowledges such intimation.
- 5. The Additional Scottish Trust Property shall be held on trust pursuant to the terms of the Scottish Declaration of Trust and the provisions of the Scottish Declaration of Trust will be deemed *mutatis mutandis* to be provisions of this Supplemental Trust Asset Notice and the trust over the Additional Scottish Trust Property constituted pursuant hereto.
- 6. This Supplemental Trust Asset Notice and all non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Scotland.
- 7. This Supplemental Trust Asset Notice may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterparts:
 - (a) this Supplemental Trust Asset Notice will not take effect until each of the counterparts has 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 space provided above for the effective date of this Supplemental Trust Asset Notice.

Director/ Authorised Signatory for and on behalf Specialist Lending Ltd Full Name
before this witness
Witness
ALASTAIL 106500Full Name
JAMESON HOUSE, LUTYENS CL. Address BASINESTOKE, RE24 GAG
We hereby acknowledge the trust constituted by this Supplemental Trust Asset Notice and the intimation thereof.
ACKNOWLEDGED for and on behalf of Specialist Lending Management 1 Ltd
by James levino Director/ Authorised Signatory
before this witness
Witness
ALASTAIR I DESON
JAMESON HOUSE, LUTYFIUS CL. Address BASINGSTOKE, REZL GAG