



Registration of a Charge

Company name: **SPECIALIST LENDING MANAGEMENT 1 LIMITED**

Company number: **11294658**



X7IRYHYZ

Received for Electronic Filing: **15/11/2018**

Details of Charge

Date of creation: **14/11/2018**

Charge code: **1129 4658 0004**

Persons entitled: **CORTLAND TRUSTEES LIMITED**

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: **JAMES IRVINE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11294658

Charge code: 1129 4658 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2018 and created by SPECIALIST LENDING MANAGEMENT 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2018 .

Given at Companies House, Cardiff on 19th November 2018

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

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")

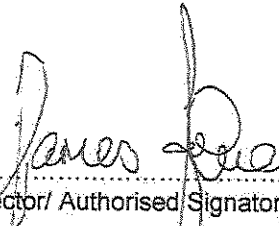
Date: 14 November 2018.

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

1. We refer to the Scottish Declaration of Trust and the Master Sale and Purchase Agreement between the Seller 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 11 October 2018 and 14 November 2018 (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.

Yours faithfully

P1773.13 62942517.2 ANC


 Director/ Authorised Signatory for and on behalf **Specialist Lending Ltd**

JAMES IRVINE

Full Name:

before this witness



..Witness

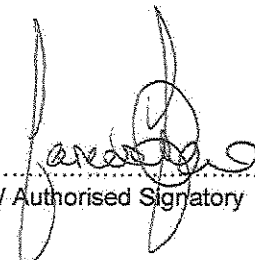
..Full Name

..Address

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 IRVINE
 Full Name


 Director/ Authorised Signatory

before this witness



..Witness

..Full Name

..Address