



Registration of a Charge

Company name: **RESLOC UK 2007-1 PLC**

Company number: **06101090**



XA21U6SG

Received for Electronic Filing: **09/04/2021**

Details of Charge

Date of creation: **30/03/2021**

Charge code: **0610 1090 0002**

Persons entitled: **HSBC TRUSTEE (C.I.) LIMITED**

Brief description:

Contains fixed charge(s).

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: **REED SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6101090

Charge code: 0610 1090 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2021 and created by RESLOC UK 2007-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2021 .

Given at Companies House, Cardiff on 12th April 2021

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

DATED 30 March 2021

RESLOC UK 2007-1 PLC
AS ISSUER

HSBC TRUSTEE (C.I.) LIMITED
AS SECURITY TRUSTEE

AND

HSBC BANK PLC
AS CASH MANAGER

SUPPLEMENTAL DEED OF CHARGE (CUSTODY
ACCOUNT)

RELATING TO A DEED OF CHARGE DATED
17 MAY 2007 (AS AMENDED AND RESTATED ON 6
DECEMBER 2010)

Certified as a true copy of the original
instrument other than material redacted
pursuant to s.859G of the Companies Act
2006

Reed Smith LLP

Date 30 March 2021

CONTENTS

Clause	Page
1. Definitions and Interpretation	2
2. Creation of Fixed Security	2
3. Continuance of Issuer Security.....	3
4. Notice of Issuer Security	3
5. Notice and Acknowledgements of Notice.....	3
6. Counterparts	4
7. Incorporation of Other Provisions	4
8. Inconsistency	4
9. Governing Law	4

THIS SUPPLEMENTAL DEED OF CHARGE (the “Supplemental Deed of Charge”) is dated 30 March 2021

BETWEEN:

- (1) **RESLOC-UK 2007-1 PLC** (registered number 6101090) whose registered office is c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (in its capacity as the "Issuer");
- (2) **HSBC TRUSTEE (C.I.) LIMITED** (registered number 2535), a private limited company incorporated under the laws of Jersey and with whose registered office is at HSBC House Esplanade St Helier Jersey JE1 1GT (in its capacity as security trustee for the Secured Creditors under the Deed of Charge and this Supplemental Deed of Charge (the “Security Trustee”, which expression shall include such person and all other persons for the time being acting as security trustee under this Supplemental Deed of Charge); and
- (3) **HSBC BANK PLC**, a company incorporated under the laws of England and Wales acting through its office at 8 Canada Square, London E14 5HQ, with registered number 00014259 (in its capacity as “Cash Manager”).

WHEREAS

- (A) The Cash Manager is appointed to act as custodian in respect of any Posted Collateral subject to the terms and conditions of a cash management agreement entered into between the Issuer, the Calculation and Reporting Agent, the Cash Manager, the Security Trustee and the Master Mortgage Administrator dated 17 May 2007 and subsequently amended on 24 August 2017 (the “Cash Management Agreement”).
- (B) Pursuant to the Cash Management Agreement, any investments or other assets received or held by the Cash Manager for or on behalf of the Issuer (and/or the Trustee) will be held by the Cash Manager in accordance with its standard terms and conditions applying to the custody of investments as in force for the time being ("Standard Custody Terms"), which shall have effect subject to any contrary provisions in the Cash Management Agreement.
- (C) In the event the Swap Counterparty or the Currency Swap Counterparties (as applicable) transfer assets (including securities) to the Issuer as collateral in accordance with the terms of any applicable Swap Agreement Credit Support Document or Currency Swaps Credit Support Document to secure the performance of the Swap Counterparty's or Currency Swap Counterparties' obligations under the Swap Agreement or the relevant Currency Swap Agreement, as the case may be, the Cash Manager shall: (i) create a Collateral Ledger in the books of the Issuer so as to record the amount and type of each such Posted Collateral and identify the Swap Agreement or the relevant Currency Swap Agreement in respect of which it has been posted; and (ii) upon receipt by the Issuer of such Posted Collateral, credit it and record the relevant details in the relevant Collateral Ledger.
- (D) The parties have agreed to open the Custody Account (defined below) in order for the Issuer to receive Posted Collateral in the form of securities pursuant to the Swap Agreement or the relevant Currency Swap Agreement, any applicable Swap

Agreement Credit Support Document or Currency Swaps Credit Support Document (as the case may be), and the Cash Management Agreement.

- (E) Consequently, this Supplemental Deed of Charge (which is supplemental to a deed of charge dated 17 May 2007 and subsequently amended and restated on 6 December 2010 between, amongst others, the Issuer and the Security Trustee as previously otherwise supplemented or amended from time to time (the "Deed of Charge")) is being entered into by the Issuer in order to grant security in favour of the Security Trustee over the assets standing from time to time to the credit of the Custody Account, in order to secure the Secured Amounts subject to and in accordance with the terms of this Supplemental Deed of Charge.
- (F) The Security Trustee shall hold such security for itself and on trust for the benefit of the other Secured Creditors on the terms set out in this Supplemental Deed of Charge.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Deed of Charge (including the recitals), unless the context otherwise requires or unless otherwise defined or provided for in this Supplemental Deed of Charge, words and expressions shall have the same meanings as are attributed to them in the Deed of Charge and in the Master Definitions and Framework Deed entered into between the Issuer and Security Trustee dated 17 May 2007 and subsequently amended and restated on 22 May 2007, 6 July 2007 and 22 November 2011.

1.2 In this Supplemental Deed of Charge:

"Custody Account" means the account, in respect of securities, in the name of the Issuer opened pursuant to the Cash Management Agreement for the purpose of receiving Posted Collateral to be transferred by the Swap Counterparty or the Currency Swaps Counterparties (as applicable) in accordance with the terms of the Swap Agreement or the relevant Currency Swap Agreement, and any applicable Swap Agreement Credit Support Document or Currency Swaps Credit Support Document (as the case may be), with account number [REDACTED] and any other account in respect of securities, in the name of the Issuer opened pursuant thereto.

2. CREATION OF FIXED SECURITY

The Issuer, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Supplemental Deed of Charge, **HEREBY CHARGES**, by way of first fixed charge to the Security Trustee all the Issuer's right, title, benefit and interest present and future in, to and under the Custody Account and all assets which may now be or hereafter are from time to time standing to the credit of the Custody Account together with all rights and claims relating or attached thereto including, without limitation, the right to all interest accruing from time to time thereon and the proceeds of any of the foregoing and the debts represented thereby and the benefit of all

covenants relating thereto and all powers and remedies for enforcing the same TO HOLD the same unto the Security Trustee absolutely for the Security Trustee on trust for itself and the other Secured Creditors (the "Further Security").

3. **CONTINUANCE OF ISSUER SECURITY**

The Security and the covenants, undertakings and provisions contained in this Supplemental Deed of Charge shall remain in force as a continuing security to the Security Trustee, notwithstanding any intermediate payment or satisfaction of any part of the Secured Amounts or any settlement of account or any other act, event or matter whatsoever, and shall secure the Secured Amounts.

4. **NOTICE OF ISSUER SECURITY**

4.1 The execution of this Supplemental Deed of Charge by the Cash Manager shall constitute notice to such Cash Manager of the assignments made by the Issuer pursuant to clause 3 (*Security*) of the Deed of Charge. The execution of this Supplemental Deed of Charge by the Security Trustee on behalf of itself and each other Secured Creditor shall constitute notice to such Secured Creditor of the assignments made by Issuer pursuant to this Supplemental Deed of Charge.

4.2 By their execution of this Supplemental Deed of Charge each of the Issuer and the Security Trustee gives notice to the Cash Manager (and each other) of the Security Interests made and/or granted by the Issuer under or pursuant to this Supplemental Deed of Charge.

5. **NOTICE AND ACKNOWLEDGEMENTS OF NOTICE**

By and upon executing this Supplemental Deed of Charge, the Cash Manager acknowledges the notice given under Clause 4 (*Notice of Issuer Security*) and consents to the Security Interests made or granted by the Issuer under or pursuant to this Supplemental Deed of Charge and also acknowledges that as at the date hereof it has not received from any other person notice of any assignment, assignments or charge of any property the subject of such Security Interests. Furthermore, notwithstanding anything in any account mandate or any terms and conditions relating to the Custody Account, the Cash Manager hereby waives any right it has or may hereafter acquire to combine, consolidate or merge the Custody Account with any other account of the Issuer and/or any other person or any liabilities of the Issuer and/or any other person to the Cash Manager and agrees that it may not set-off, transfer, combine or withhold payment of any sum standing to the credit of the Custody Account in or towards or conditionally upon satisfaction of any liabilities to it of the Issuer or any other person and shall not exercise any lien in connection with the interests in the Custody Account and, in the event that the Cash Manager breaches the foregoing obligations, then such party shall immediately recredit the relevant account with the amount required to restore the balance on such account to that which it would have been if no such breach had occurred and the other parties hereto agree that such recrediting shall discharge such party's liabilities for such breach in full.

6. COUNTERPARTS

This Supplemental Deed of Charge may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

7. INCORPORATION OF OTHER PROVISIONS

7.1 The provisions of Section 1 (*Definitions and Interpretation*) of the Deed of Charge shall apply to this Supplemental Deed of Charge as they apply to the Deed of Charge.

7.2 All the terms, powers and provisions contained in the Deed of Charge are deemed to be incorporated in this Supplemental Deed of Charge as though set out in this Supplemental Deed of Charge *mutatis mutandis* and as if references therein to "this Deed" and any derivative terms are references to this Supplemental Deed of Charge and as if references therein to "Security" are references to "Further Security" as defined in Clause 2 (*Creation of fixed security*) of this Supplemental Deed of Charge and as if references therein to "Bank Accounts" are references to "Custody Account" as defined in this Supplemental Deed of Charge and as if references therein to "Bank Agreement" are references to "this Supplemental Deed of Charge" as defined in this Supplemental Deed of Charge.

7.3 The provisions of the Deed of Charge shall continue in full force and effect and the Deed of Charge and this Supplemental Deed of Charge shall be read and construed as one instrument.

8. INCONSISTENCY

The parties agree that if there is an inconsistency between any provision of the Transaction Documents and the Standard Custody Terms, the provision of the Transaction Document shall prevail.

9. GOVERNING LAW

9.1 This Supplemental Deed of Charge and all matters arising from or connected with it shall be governed by English law in accordance with Clause 24 (*Governing Law*) of the Common Terms.

9.2 Clause 25 (*Jurisdiction*) of the Common Terms applies to this Supplemental Deed of Charge as if set out in full in this Supplemental Deed of Charge.

This Supplemental Deed of Charge has been executed as a deed and delivered on the date stated at the beginning of this Supplemental Deed of Charge

EXECUTION PAGE

Issuer

EXECUTED and DELIVERED)  Ioannis Kyriakopoulos for
as a **DEED** by)
as director for)
RESLOC UK 2007-1 PLC)
by:) Authorised signatory

in the presence of:

.....
Witness 

Name of Witness: Natalia Yanshina

Address of Witness: 

Security Trustee



Authorised signatory

EXECUTED as a **DEED**
by two authorised signatories for
HSBC TRUSTEE (C.I.) LIMITED
(in its capacity as Security Trustee)
by:

)
) Authorised signatory
)
) Authorised signatory



Signature:

Address: HSBC House Esplanade St Helier Jersey JE1 1GT

