



Registration of a Charge

Company name: **CENTRAL TRUST SYNDICATE NUMBER ONE LIMITED**

Company number: **07020664**



XA1TMW8O

Received for Electronic Filing: **06/04/2021**

Details of Charge

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

Charge code: **0702 0664 0122**

Persons entitled: **NATWEST MARKETS PLC**

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: **A RICHARDSON, COMPANY SECRETARY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7020664

Charge code: 0702 0664 0122

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2021 and created by CENTRAL TRUST SYNDICATE NUMBER ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2021 .

Given at Companies House, Cardiff on 7th 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

(1) CENTRAL TRUST SYNDICATE NUMBER ONE LIMITED
(as Chargor)

(2) CENTRAL TRUST LIMITED
(as Trustee)

- and -

(3) NATWEST MARKETS PLC
(as Security Agent)

ASSIGNATION IN SECURITY

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THIS ASSIGNATION IN SECURITY is made

BETWEEN

- (1) **CENTRAL TRUST SYNDICATE NUMBER ONE LIMITED**, a company incorporated in England and Wales (company number 07020664) having its registered office at 25 – 27 Surrey Street, Norwich NR1 3NX (the "**Chargor**"); and
- (2) **CENTRAL TRUST LIMITED**, a company incorporated in England and Wales (company number 07020381) having its registered office at 25 – 27 Surrey Street, Norwich NR1 3NX (the "**Trustee**"); and
- (3) **NATWEST MARKETS PLC**, a company incorporated in Scotland (registered number SC090312) with registered office at 36 St Andrew Square, Edinburgh EH2 2YB (as security trustee for the Secured Parties) (in such capacity, the "**Security Agent**").

It is agreed as follows:

1. INTERPRETATION

1.1 Definitions

In this Assigation:

- (a) terms defined in, or construed for the purposes of, the Senior Facilities Agreement (as defined below) have the same meanings when used in this Assigation (unless the same are otherwise defined in this Assigation); and
- (b) the following terms have the following meanings:

"Administration" means administration under Part II of the Insolvency Act;

"Assigned Assets" means the assets and rights assigned in security by clause 3.1 of this Assigation;

"Default Rate" means the rate of interest determined in accordance with clause 10.3 of the Senior Facilities Agreement;

"Insolvency Act" means the Insolvency Act 1986;

"Party" means a party to this Assigation;

"Person" means any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not having a separate legal personality);

"Schedule" means the Schedule annexed as relative to this Assigation;

"Scottish Declaration of Trust" means each declaration of trust granted by the Relevant Originator in favour of the Chargor in respect of the Scottish Trust Property details of which declaration(s) of trust are set out in the Schedule;

"Scottish Trust Property" means the aggregate of all Scottish Trust Property as defined in each Scottish Declaration of Trust;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Assignment);

"Security Period" means the period beginning on the date of this Assignment and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents;

"Senior Facilities Agreement" means the £80,000,000 revolving credit facilities agreement originally dated 23 December 2009 as amended pursuant to amendment letters dated 29 April 2010 and 1 June 2010, as further amended and acceded to on 2 December 2010, and as amended and restated on 24 January 2011, 22 August 2011, 22 August 2012 and 29 November 2013 and as further amended and acceded to on 11 April 2014 and as amended and restated on 17 September 2014, and amended on 19 December 2014 and 27 April 2015 and as further amended and restated on 31 July 2015 and amended and restated on 12 November 2015 and made between (1) Central Trust Syndicate Number One Limited as Borrower, (2) Central Trust Limited as Servicer, (3) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (4) the Parent, (5) NatWest Markets PLC as Arranger, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) NatWest Markets PLC as Agent, (8) the Security Agent and (9) National Westminster Bank Plc as Initial Hedge Counterparty, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower

"Winding-up" of a Person also includes the amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of that Person, and any equivalent or analogous procedure under the law of any jurisdiction (and **"Wound-up"** shall be construed accordingly).

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Assignment the provisions of clause 1.2 (*Interpretation*) of the Senior Facilities Agreement (other than clause 1.2(d)) apply to this Assignment as though they were set out in full in this Assignment, except that references to *"this Agreement"* will be construed as references to this Assignment.
- (b) Unless a contrary indication appears, any reference in this Assignment to:
 - (i) the **"Chargor"**, the **"Security Agent"** or any other **"Secured Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any

person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

- (ii) "this Assignment", the "Senior Facilities Agreement", any other "Finance Document" or any other agreement or instrument is a reference to this Assignment, the Senior Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
 - (iii) "Secured Obligations" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.
- (c) Each undertaking of the Chargor (other than a payment obligation) contained in this Assignment:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by the Chargor for the benefit of the Security Agent and each other Secured Party.
- (d) If the Security Agent reasonably considers that an amount paid by any member of the Group to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such member of the Group, then that amount shall not be considered to have been irrevocably paid for the purposes of this Assignment.

1.3 References to this Assignment and other documents

Except to the extent that the context requires otherwise, any reference in this Assignment to this Assignment or any other agreement or document is a reference to this Assignment or, as the case may be, the relevant agreement or document as from time to time amended, supplemented, novated, restated or replaced as permitted by the Finance Documents and includes a reference to any document which so amends, supplements, novates, restates, replaces or is entered into, made or given pursuant to or in accordance with any of the terms of, this Assignment or, as the case may be, the relevant agreement or document.

1.4 References to Statutes

Except where otherwise stated, any reference in this Assignment to any statute (including any act of the Scottish Parliament) or any section of, Schedule to or other provision of that statute shall be construed, at any particular time, as including reference to any modification, extension or re-enactment thereof then in force and instruments, orders and regulations then in force and made under or deriving validity from the relevant statute.

1.5 Headings

Headings shall be ignored in construing this Assignment.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) The Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by the Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Assignment when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Agent states are appropriate.

3. ASSIGNATION IN SECURITY

- 3.1 In security of the payment and discharge of the Secured Obligations, the Chargor hereby assigns by way of security to the Security Agent the Chargor's whole benefit in and to the Scottish Trust Property and in and to each Scottish Declaration of Trust SURROGATING and SUBSTITUTING the Security Agent in its full right and place therein and thereto; PROVIDED that, notwithstanding the ex facie absolute assignation constituted by this clause 3, the Security Agent and the Chargor hereby agree that the assignation is in security for the discharge and payment of the Secured Obligations and does not become enforceable except at any time after an Event of Default has occurred and is continuing.

3.2 Delivery of Documents

During the continuance of the Assignment the Chargor shall deposit with the Security Agent, and the Security Agent shall be entitled to hold, the original of each Scottish Declaration of Trust.

3.3 Further Assurance

The Chargor shall promptly execute and do all such assurances, acts and things as the Security Agent may

- (a) reasonably require for perfecting or protecting the security created or intended to be created by this Assignment or the priority of the security; or
- (b) require, after the occurrence of an Event of Default, for facilitating the realisation of the Assigned Assets or the exercise of any rights vested in the Security Agent

3.4 Notice of Assignment

The Chargor (for itself and on behalf of the Security Agent) hereby gives notice of and intimates the assignment in security made in terms of clause 3 to the Trustee as trustee under each Scottish Declaration of Trust and the Trustee, by its execution hereof immediately subsequent to the execution of this Assignment by the Chargor consents thereto, 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 Scottish Declaration of Trust or any part thereof.

4. RESTRICTIONS ON DEALING

4.1 Security

The Chargor shall not without the prior written consent in writing of the Security Agent assign, transfer or otherwise dispose of or create any or incur or permit to subsist any security over any of the Assigned Assets (other than as permitted pursuant to the Senior Facilities Agreement and not prohibited by any other Finance Document).

5. RIGHTS OF SECURITY AGENT

At any time after the occurrence of an Event of Default, the Security Agent shall be entitled (but shall not be obliged) without any consent, notice or further notice, from or to the Chargor or any other person, either in its own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Security Agent thinks fit to exercise all rights and powers in relation to the Assigned Assets which could have been exercised by the Chargor, prior to the security hereby granted or created pursuant to this Assignment becoming enforceable including all rights to receive and to apply in or towards satisfaction of the Secured Obligations any profits or benefits or property of any kind derived from the Assigned Assets or accruing by virtue of the exercise of such rights or powers.

6. LIABILITY OF THE SECURITY AGENT

6.1 The Security Agent shall not in any circumstances:

- (a) either by reason of any dealing with the Assigned Assets or any part thereof or for any other reason whatsoever, be liable to account to the Chargor for anything except the Security Agent's own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation by the Security Agent of the Assigned Assets or any part thereof or from any act, default or omission of the Security Agent in relation to the Assigned Assets or any part thereof or from any exercise or non-exercise by the Security Agent of any power, authority or discretion conferred upon it in relation to the Assigned Assets or any part thereof by or pursuant to this Assignment or otherwise of any applicable law;
- (b) be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Assigned Assets or from any act, default, omission or misconduct of the Security Agent, its officers, employees or agents in relation to the Assigned Assets except to the extent that the same is covered by the Security Agent's wilful neglect or wilful default.

- 6.2 The Security Agent shall not by virtue of clause 6.1 owe any duty of care or other duty to any person to whom the duty would not be owed in the absence of that clause.

7. APPLICATION OF PROCEEDS

7.1 Application

All monies received by the Security Agent after this Assignment has become enforceable shall be applied in the following order:

- (a) **first**, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Security Agent, any other Secured Party in connection with this Assignment or the Assigned Assets;
- (b) **secondly**, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 7.3 (*Appropriation and suspense account*); and
- (c) **thirdly**, in payment of any surplus to the Chargor or other person entitled to it.

7.2 Contingencies

If this Assignment is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

7.3 Appropriation and suspense account

- (a) Subject to clause 7.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by the Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Assignment may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

8. SET-OFF

8.1 Set-off rights

- (a) The Security Agent and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Agent or such other Secured Party by the Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after this Assignment has become enforceable (and in addition to its rights under clause 8.1(a)), the Security Agent and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any

Finance Document against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

- (c) If the obligations are in different currencies, the Security Agent or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Security Agent or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

8.2 Time deposits

Without prejudice to clause 8.1 (*Set-off*), if any time deposit matures on any account which the Chargor has with the Security Agent or any other Secured Party at a time within the Security Period when:

- (a) this Assignment has become enforceable; and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Agent or such other Secured Party in its absolute discretion considers appropriate unless the Security Agent or such other Secured Party otherwise agrees in writing.

9. POWER OF ATTORNEY

9.1 Appointment

The Chargor hereby, by way of security, irrevocably appoints the Security Agent as its mandatory attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:

- (a) to do anything which the Chargor is obliged to do (but has not done) under this Assignment; and
- (b) after the occurrence of an Event of Default, generally to exercise all or any of the rights conferred on the Security Agent in relation to the Assigned Assets under this Assignment or the Insolvency Act.

9.2 Ratification

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney in clause 9.1 (*Appointment*).

10. PROTECTION OF THIRD PARTIES

No Person dealing with the Security Agent shall be concerned to enquire whether any event has happened upon which any of the rights conferred by or pursuant to this Assignment are or may be exercisable, whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with or otherwise as to the propriety or regularity of acts

purporting or intended to be in exercise of any such rights or as to the application of any money borrowed or raised.

11. EXPENSES, STAMP DUTY AND INTEREST

The Chargor agrees to pay expenses, stamp duty and interest as set out in, and subject to the terms of, the Senior Facilities Agreement.

12. DEMANDS AND PAYMENTS

12.1 Demands

Provided that the Security Agent is entitled to make a demand hereunder, any demand for payment made by the Security Agent (in its capacity as such), or any Secured Party (in its capacity as such) shall be valid and effective for all purposes of this Assignment notwithstanding that the demand contains no statement of the relevant Secured Obligations or that it inadvertently contains an inaccurate or incomplete statement of them.

12.2 Payments

All payments under or pursuant to this Assignment (including damages for its breach) shall be made in such funds, to such account, with such financial institution and in such other manner as may be agreed between the parties and, if not so agreed, as the Security Agent may direct.

13. DISCHARGE OF SECURITY

13.1 Continuing Security

Subject to this clause 13 (*Discharge of Security*), the Assignations shall remain in full force and effect by way of continuing security and shall not be affected in any way by any intermediate settlement of account (whether or not any Secured Obligations remain outstanding thereafter) or other matter or thing whatsoever and shall be in addition to any other security, guarantee or indemnity now or hereafter held by the Security Agent or any other Person in respect of the Secured Obligations.

13.2 Security Unaffected

Without prejudice to the generality of clause 13.1 (*Continuing Security*), neither the security hereby created nor the Secured Obligations shall be affected in any way by:

- (a) any time, indulgence, concession, waiver or consent given to the Chargor or any other Person, whether by the Security Agent (in its capacity as such), any Secured Parties (each in its capacity as such) or any other Person;
- (b) (except to the extent of the relevant amendment or change) any amendment to or change in any security, guarantee or indemnity (including this Assignment), the terms of any Secured Obligations or liability the discharge of which is, directly or indirectly, guaranteed or otherwise secured by the Chargor or any agreement or document relating to any of the foregoing;
- (c) the making or absence of any demand for payment of any Secured Obligations on the Chargor or any other Person, whether by the Security Agent (in its capacity as such), any Secured Party (in its capacity as such) or any other Person;

- (d) the enforcement or absence of enforcement of any Security, guarantee or indemnity (including this Assignment);
- (e) any other security or guarantee now or hereafter held by the Security Agent (in its capacity as such), any Secured Party (in its capacity as such) or any other Person;
- (f) (except to the extent of the relevant release), the release of any security, guarantee or indemnity (including this Assignment);
- (g) the Administration or Winding-up of the Chargor or any other Person, or any step being taken for any such Administration or Winding-up; or
- (h) the illegality, invalidity or unenforceability of, or any defect in, any provision of any agreement or document relating to the Secured Obligations or any security, guarantee or indemnity (including this Assignment) or any of the rights or obligations of any of the parties under or in connection with any such document or any security, guarantee or indemnity (including this Assignment), whether on the grounds of ultra vires, not being in the interests of the Chargor or any other Person, not having been duly authorised, executed or delivered by the Chargor or any other Person or for any other reason whatsoever.

13.3 Release

Notwithstanding any other term of this Assignment or the Senior Facilities Agreement (including without limitation clause 13.5 of this Assignment):

- (a) if any Mortgagor elects to redeem his or her Mortgage Loan in accordance with its terms then the Chargor shall be entitled to permit such redemption and to perform all acts necessary for, or conducive to, such redemption (including, without limitation, releasing the Mortgage Loan and the related Collateral Security from the Scottish Trust Property) but without prejudice to the Chargor's obligations under the Finance Documents;
- (b) if the Chargor and/or the Trustee pursuant to and in accordance with any provision of the Originator Mortgage Sale Agreement or otherwise with the consent of the Security Agent, disposes of any Mortgage Loan (and its related Collateral Security) the security constituted by this deed, to the extent that the Scottish Trust Property includes such Mortgage Loan and its related Collateral Security and the Chargor's interest therein and the custody of the title deeds relating thereto (to the extent the relevant title deeds are in the custody of the Security Agent) shall be released without any further action being required provided that, if necessary, the Security Agent at the request and cost of the Chargor shall execute a release or discharge of its interest in such Scottish Trust Property.

13.4 Final Redemption

Subject and without prejudice to clause 13.5 (*No Assurance, etc*), upon proof being given to the satisfaction of the Security Agent that all the Secured Obligations have been discharged in full or that provision acceptable to the Security Agent for such discharge has been made, and that all facilities which might give rise to Secured Obligations have terminated the Security Agent must at the request and cost of the Chargor execute and do all such deeds, acts and things as may be necessary to release the Assigned Assets from this Assignment or to re-assign them to the Chargor, as the case may be.

13.5 No Assurance, etc

The Security Agent shall be entitled to retain this Assignment and shall not be obliged to release the Assigned Assets from the assignments until the expiry of a period of one month plus such statutory period within which any assurance, Security, guarantee or payment can be avoided or invalidated under any law relating to bankruptcy, insolvency, Administration or Winding-up (including, without limitation, Sections 238, 239, 242, 243 or 245 of the Insolvency Act) after the Secured Obligations shall have been discharged in full, and after any facility which might give rise to Secured Obligations has terminated unless the Chargor has provided to the Security Agent such evidence as the Security Agent may request in order to determine whether there is a risk of such avoidance or invalidation. If at any time within such period:

- (a) a petition shall be presented to a competent court for an order for the Administration or Winding-up of the Chargor or of any party which has given the relevant assurance, security, guarantee or payment; or
- (b) the Chargor or any such party shall pass a resolution for or with a view to its Winding-up,

the Security Agent may continue to retain this Assignment and not to release the Assigned Assets from the assignments for and during such further period as the Security Agent in its absolute discretion shall determine.

14. RIGHTS, AMENDMENTS, WAIVERS, CONSENTS AND DETERMINATIONS

14.1 Exercise of Rights

Except as otherwise provided in this Assignment, all rights of the Security Agent hereunder may be exercised at any time and from time to time at the absolute discretion of the Security Agent. No failure on the part of the Security Agent to exercise, and no delay on its part in exercising, any right under this Assignment will operate as a waiver thereof, nor will any single or partial exercise of any right preclude any other or further exercise thereof or the exercise of any other right.

14.2 Amendments, Waivers and Consents

Any provision of this Assignment may be amended, supplemented or novated only if the Chargor, the Trustee and the Security Agent so agree in writing. Any waiver of, and any consent or approval by the Security Agent under, any provision of this Assignment shall not be effective unless it is in writing, and may be given subject to any conditions thought fit by the Security Agent, and shall be effective only in the instance and for the purpose for which it is given.

14.3 Determinations

Any determination by the Security Agent pursuant to this Assignment shall be prima facie evidence in the absence of manifest error.

15. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of any Transaction Security Document under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision of that or any other Transaction Security Document.

16. COMMUNICATIONS

16.1 Senior Facilities Agreement

- (a) clause 33 of the Senior Facilities Agreement (*Notices*) (other than clauses 33.3(c), 33.5 (*Electronic communication*) and 33.6 (*Use of websites*)) is incorporated into this Assignment as if fully set out in this Assignment; and
- (b) the address and fax numbers of each Party for all communications or documents given under or in connection with this Assignment are those identified with its name in the execution pages to the Senior Facility Agreement or as subsequently notified from time to time by the relevant Party for the purposes of the Senior Facilities Agreement or this Deed.

17. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with the laws of Scotland.

18. WITHHOLDING

The terms of clause 16 (*Tax Gross-Up and Indemnities*) of the Senior Facilities Agreement shall apply, mutatis mutandis, to any sums payable by the Chargor under this Assignment.

19. CURRENCY CONVERSION

All monies received or held by the Security Agent under this Assignment may be converted from their existing currency into such other currency as the Security Agent considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's Spot Rate of Exchange for such currencies. The Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. The Security Agent shall not have any liability to the

Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

IN WITNESS WHEREOF these presents consisting of this and the preceding 11 pages together with the Schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of
CENTRAL TRUST SYNDICATE
NUMBER ONE LIMITED at New
Farmhouse, Crostwright Hall, Heath Road,
North Walsham, Norfolk, NR28 9PA on 8
January 2021

by



.....

Director (Signature)

Warren Travis

Full Name

in the presence of



.....

Witness (Signature)

Ruth Anderson

Full Name

New Farmhouse,
Crostwright Hall,
Heath Road,
North Walsham,
Norfolk,
NR28 9PA

SUBSCRIBED for and on behalf of **CENTRAL TRUST LIMITED** at New Farmhouse,
Crosthight Hall, Heath Road, North Walsham,
Norfolk, NR28 9PA on 8 January 2021
by

.....
Director (Signature)

Warren Travis

Full Name

in the presence of

.....
Witness (Signature)

Ruth Anderson

Full Name

New Farmhouse,
Crosthight Hall,
Heath Road,
North Walsham,
Norfolk,
NR28 9PA

SUBSCRIBED for and on behalf of
NATWEST MARKETS PLC
at on
the 30 day of March 2021
by

.....
Director (Signature)

Naveed Rana

Full Name

in the presence of

.....
Witness (Signature)

Saiema Sultan

Full Name

London E11 3HZ

Address
.....

This is the Schedule referred to in the foregoing Assignment between Central Trust Syndicate Number One Limited, Central Trust Limited and NatWest Markets PLC as Security Agent dated 8 January 2021

SCHEDULE

Scottish Declarations of Trust

1. Scottish Declaration of Trust between Central Trust Limited and Central Trust Syndicate Number One Limited pursuant to the Originator Mortgage Sale Agreement dated 8 January 2021