



Registration of a Charge

Company name: **WARWICK FINANCE RESIDENTIAL MORTGAGES NUMBER FOUR PLC**
Company number: **12012415**



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Received for Electronic Filing: **11/09/2019**

Details of Charge

Date of creation: **23/08/2019**
Charge code: **1201 2415 0002**
Persons entitled: **U.S. BANK TRUSTEES LIMITED (AS SECURITY TRUSTEE)**
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: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12012415

Charge code: 1201 2415 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2019 and created by WARWICK FINANCE RESIDENTIAL MORTGAGES NUMBER FOUR PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2019 .

Given at Companies House, Cardiff on 12th September 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**

SCOTTISH SUPPLEMENTAL CHARGE

AMONG:

- (1) **WARWICK FINANCE RESIDENTIAL MORTGAGES NUMBER FOUR PLC** (registered number 12012415), a public limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St. Helen's, London EC3A 6AP (referred to herein as the **Issuer**);
- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 2379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR (in its capacity as **Security Trustee**, which expression shall include its successor or successors as security trustee under and in terms of the Deed of Charge);
- (3) **THE CO-OPERATIVE BANK P.L.C.** (registered number 00990937), a public limited company incorporated under the laws of England and Wales, whose registered office is PO Box 101, 1 Balloon Street, Manchester, M60 4EP (the **Seller**);
- (4) **PLATFORM FUNDING LIMITED** (registered number 03456337), a limited liability company incorporated under the laws of England and Wales, whose registered office is PO Box 101, 1 Balloon Street, Manchester M60 4EP (**PFL**);
- (5) **MORTGAGE AGENCY SERVICES NUMBER TWO LIMITED** (registered number 02221553), a private limited company incorporated under the laws of England and Wales, whose registered office is at 1 Angel Square, Manchester, M60 0AG (**MAS2** and a **Legal Title Holder**);
- (6) **MORTGAGE AGENCY SERVICES NUMBER FOUR LIMITED** (registered number 04420580), a private limited company incorporated under the laws of England and Wales, whose registered office is at 1 Angel Square, Manchester, M60 0AG (**MAS4** and a **Legal Title Holder**);
- (7) **MORTGAGE AGENCY SERVICES NUMBER FIVE LIMITED** (registered number 04420522), a private limited company incorporated under the laws of England and Wales, whose registered office is at 1 Angel Square, Manchester, M60 0AG (**MAS5** and a **Legal Title Holder**); and
- (8) **MORTGAGE AGENCY SERVICES NUMBER SIX LIMITED** (registered number 04962868), a private limited company incorporated under the laws of England and Wales, whose registered office is at Secretariat, 1 Angel Square, Manchester, M60 0AG (**MAS6** and a **Legal Title Holder** and together with the Seller, PFL, MAS2, MAS4 and MAS5, the **Trustees**).

WHEREAS:

- (A) This deed is supplemental to a deed of charge dated of even date with the effective date of this deed (as the same may be amended, restated, varied or supplemented from time to time, the **Deed of Charge**) made between, *inter alios*, the Issuer, Security Trustee and the Seller.
- (B) In terms of the Deed of Charge the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors.
- (C) A declaration of trust with an effective date of even date with the effective date of this deed (the **Scottish Declaration of Trust**) has been granted by the Trustees in favour of the Issuer and delivered, in terms of which certain Scottish Loans together with their related Scottish Mortgages and other Related Security relative thereto as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Trustees for the Issuer.
- (D) This deed is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to clause 3.6 (*Scottish Trust Security*) of the Deed of Charge.

NOW THEREFORE IT IS DECLARED AND AGREED as follows:

1. The master definitions and construction schedule signed by, amongst others, us the Issuer, the Seller and the Security Trustee and dated on or around the effective date of this deed (as the same may be amended, restated, varied or supplemented from time to time with the consent of the parties thereto, the **Master Definitions and Construction Schedule**) is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and

save where otherwise defined herein, have the same meanings in this deed, including the recitals hereto and this deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule.

2. The Issuer covenants with and undertakes to the Security Trustee as trustee for the Secured Creditors that it will duly and punctually pay and discharge the Secured Obligations in accordance with the terms of the Deed of Charge and each Transaction Document.
3. The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 4 (*Release of Charged Property*) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the payment and discharge of the Secured Obligations the Issuer's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in, to and under the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.
4. The Issuer hereby intimates (for itself and on behalf of the Security Trustee) this assignation to the Trustees, and each Trustee hereby acknowledges such intimation.
5. The Issuer hereby agrees that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to therein and the security and other rights and powers created thereunder and pursuant thereto shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to herein and the security and other rights and powers created hereunder and pursuant hereto 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 may be executed in any number of counterparts and by each of the parties on separate counterparts. Where executed in counterpart:
 - (a) this deed will not take effect until each of the counterparts has been delivered;
 - (b) each counterpart will be held as undelivered until the Scottish Declaration of Trust has become effective and the parties agree a date (being the effective date of the Scottish Declaration of Trust or a later date) on which the counterparts are to be treated as delivered; and
 - (c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this deed.

7. This deed shall be governed by and construed in accordance with Scots law.

IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages are executed in counterpart by the parties as undernoted, with an effective date of23 AUGUST.....2019 and with the counterparts executed by the Issuer, the Security Trustee, the Seller, PFL, MAS2, MAS4, MAS5 and MAS6 being treated as delivered on such date and in such order:

SUBSCRIBED for and on behalf of
WARWICK FINANCE RESIDENTIAL MORTGAGES NUMBER FOUR PLC

AtLONDON, UNITED KINGDOM.....
(city)

On22/08/2019.....
(date)

By:

.....NELLA LIBUAD.....
Print Name

per pro Intertrust Directors 1 Limited as
Director

and

.....Tom Litchfield.....
Print Name

per pro Intertrust Directors 2 Limited as
Director

In the presence of this Witness:

.....
Witness

.....Priya Jeyaseelan.....
Name

.....
Address

SUBSCRIBED for and on behalf of
U.S. BANK TRUSTEES LIMITED

At London
(city)
On 22/08/19
(date)
By: David Harnett
Authorised Signatory

Print Name

Authorised Signatory

Michael Leong
Authorised Signatory

in the presence of this Witness:

Witness

Craig Hobbs

Name

Address

SUBSCRIBED for and on behalf of
THE CO-OPERATIVE BANK P.L.C.

At
(city)
On
(date)
By:

Print Name

Authorised Signatory

in the presence of this Witness:

Witness

Name

Address

SUBSCRIBED for and on behalf of
U.S. BANK TRUSTEES LIMITED

At
 (city)

On
 (date)

By:

.....
 Print Name

.....
 Authorised Signatory

in the presence of this Witness:

..... Witness

..... Name

..... Address

SUBSCRIBED for and on behalf of
THE CO-OPERATIVE BANK P.L.C.

At LEET, STAFFS
 (city)

On 22/8/2019
 (date)

By:

PAUL RATHBONE
 Print Name

.....
 Authorised Signatory

in the presence of this Witness:

..... Witness

Nicholas Rowlands Name

..... Address

**SUBSCRIBED for and on behalf of
PLATFORM FUNDING LIMITED**

At LEEK, STAFFS
(city)

On 22/8/2019
(date)

By:

PAUL RATHBONE
Print Name


Authorised Signatory

in the presence of this Witness:

 Witness

Nicholas Rowlands Name

 Address

**SUBSCRIBED for and on behalf of
MORTGAGE AGENCY SERVICES NUMBER TWO LIMITED**

At LEEK, STAFFS
(city)

On 22/8/2019
(date)

By:

PAUL RATHBONE
Print Name


Authorised Signatory

in the presence of this Witness:

 Witness

Nicholas Rowlands Name

 Address

**SUBSCRIBED for and on behalf of
MORTGAGE AGENCY SERVICES NUMBER FOUR LIMITED**

At LEEK, STAFFS.....
(city)

On 22/8/2019.....
(date)

By:

PAUL RATHBONE.....
Print Name



Authorised Signatory

in the presence of this Witness:

..... Witness

Nicholas Rowlands..... Name

..... Address

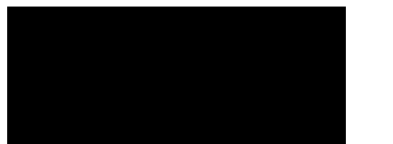
**SUBSCRIBED for and on behalf of
MORTGAGE AGENCY SERVICES NUMBER FIVE LIMITED**

At LEEK, STAFFS.....
(city)

On 22/8/2019.....
(date)

By:

PAUL RATHBONE.....
Print Name



Authorised Signatory

in the presence of this Witness:

..... Witness

Nicholas Rowlands..... Name

..... Address

SUBSCRIBED for and on behalf of
MORTGAGE AGENCY SERVICES NUMBER SIX LIMITED

At LEEK, STAFFS.....
(city)

On 22/8/2019.....
(date)

By:

PAUL RATMBONE.....
Print Name


Authorised Signatory

in the presence of this Witness:

..... Witness

Nicholas Rowlands..... Name

..... Address