

SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY AMONG:

- (1) **CHARTER MORTGAGE FUNDING 2018-1 PLC** (registered number 11329280), 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); and
- (3) **CHARTER COURT FINANCIAL SERVICES LIMITED** (registered number 06749498), a private limited company incorporated under the laws of England and Wales whose registered office is at 2 Charter Court, Broadlands, Wolverhampton WV10 6TD (the **Legal Title Holder**).

WHEREAS:

- (A) This deed (the **Scottish Supplemental Charge**) is supplemental to a Deed of Charge dated 8 June 2018 (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 Scottish Declaration of Trust with an effective date of 8 June 2018 (the **Scottish Declaration of Trust**) has been entered into between the Legal Title Holder and 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 Legal Title Holder for the Issuer; and
- (D) This Scottish Supplemental Charge is made by the Issuer in favour of the Security Trustee in accordance with and pursuant to Clause 3.5 (*Scottish Trust Security*) of the Deed of Charge.

NOW THEREFORE IT IS AGREED as follows:

1. Expressions and words defined in Clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Schedule dated 8 June 2018 made among the Legal Title Holder, the Issuer, the Security Trustee and others (as the same may be amended, restated, novated, varied or supplemented from time to time with the consent of the parties thereto) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Supplemental Charge, including the recitals hereto and this Scottish Supplemental Charge shall be construed in accordance with the interpretation provisions set out therein.

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 Assets*) of the Deed of Charge **HEREBY ASSIGNS** to and in favour of the Security Trustee in security for the discharge and payment 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 and to 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 Legal Title Holder, and the Legal Title Holder 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 in and the security and other rights and powers created under and pursuant to Clause 3 (*Security and Declaration of Trust*) of the Deed of Charge 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 under 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 Scottish Supplemental Charge 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 Scottish Supplemental Charge.
6. Where executed in counterpart:
 - 6.1 this Scottish Supplemental Charge will not take effect until each of the counterparts has been delivered;
 - 6.2 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 at a later date) on which the counterparts are to be treated as delivered;
 - 6.3 the date of delivery may be inserted in the testing clause in the space provided for the effective date of this Scottish Supplemental Charge.

7. This Scottish Supplemental Charge shall be governed by and construed in accordance with Scots law.

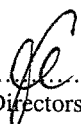
IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages are executed in counterpart by the parties as undernoted, with an effective date of 8 June 2018 and with the counterparts executed by the Issuer, the Security Trustee and the Legal Title Holder being treated as delivered on such date and in such order:


SUBSCRIBED for and on behalf of the said
CHARTER MORTGAGE FUNDING 2018-1
PLC

at: LONDON
(place)

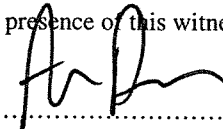
on: 04 JUNE 2018
(date)

by:


per pro Intertrust Directors 1 Limited, as Director


per pro Intertrust Directors 2 Limited, as Director

Both in the presence of this witness:


(Witness signature)

Azad Dugala

(Full name)

35 GREAT ST. HELEN'S
(Address)

LONDON

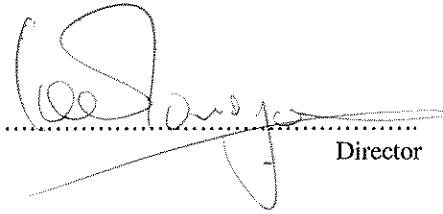
EC3A 6AP

SUBSCRIBED for and on behalf of the said
CHARTER COURT FINANCIAL
SERVICES LIMITED

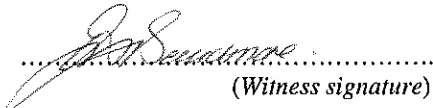
at: WOLVERHAMPTON.....
 (place)

on: 4 JUNE 2018.....
 (date)

by: IAN LONERGAN.....
 (Name)


 Director

In the presence of this witness:


 (Witness signature)

TRACEY BEAUMONT.....
 (Full name)

.....
 (Address)

.....
 Charter Court Financial Services
 2 Charter Court
 Broadlands
 Wolverhampton
 WV10 6TD

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

at: LONDON
(place)

on: 4th June 2008
(date)

By: Chris Yates
Authorised Signatory
(Name)

David Harnett
Authorised Signatory
(Name)

[Signature]
Attorney

[Signature]
Attorney

In the presence of this witness:

[Signature]
(Witness signature)

Hanish Bhatt
Authorised Signatory
(Full name)

U.S. Bank Global Corporate Trust Services
125 Old Broad Street (Address)
London
EC2N 1AR