

ASSIGNMENT OF INSURANCE POLICIES

THIS ASSIGNMENT is made by way of deed on the 8th day of June 2018

BETWEEN:

- (1) **CML WAREHOUSE NUMBER 1 LIMITED** a company incorporated in England and Wales whose registered number is 11012810 and whose registered office is at 35 Great St. Helen's, London, United Kingdom, EC3A 6AP (the "**Borrower**"); and
- (2) **CHARTER MORTGAGES LIMITED** a company incorporated in England and Wales whose registered number is 067494495 and whose registered office is at 2 Charter Court, Broadlands, Wolverhampton, West Midlands, WV10 6TD ("**CML**").

WHEREAS:

- (A) By a mortgage loan repurchase Notice dated 8 June 2018 (the "**Mortgage Loan Repurchase Notice**") between the Borrower, U.S. Bank Trustees Limited as Security Trustee and CML the Mortgage Loans and their Related Security (the "**Mortgages**") more particularly described in the schedule to the Mortgage Loan Repurchase Notice were agreed to be transferred to CML.
- (B) The Borrower has the benefit of the Insurance Policies which relate to the Mortgage Loans and the related Mortgages and the properties upon which they are secured (the "**Properties**").
- (C) This Deed is supplemental to the said Mortgage Loan Repurchase Notice.

NOW THIS DEED WITNESSETH as follows:

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed have the meanings and constructions ascribed to them in the master definitions schedule dated 1 December 2017 and made between, amongst others, CML and the Borrower (as amended from time to time) (the "**Master Definitions Schedule**").

The Borrower with full title guarantee hereby conveys, transfers and assigns unto CML absolutely all the estate and all its present and future interest in the Insurance Policies including the rights to receive the proceeds of any claim to the extent that such estate, interest, and rights relate to the Properties and/or the Mortgage Loans and the related Mortgages (including all moneys and proceeds to become payable under any of the same and all covenants relating thereto and all powers and remedies for enforcing the same), to hold the same unto CML absolutely.

The Borrower acknowledges and agrees that such assignment will be immediately effective on the 8 June 2018 on the completion of the sale by the Borrower to CML of the Mortgage Loans and their Related Security pursuant to the Mortgage Loan Repurchase Notice without any further act, matter or thing by or on behalf of CML.

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS WHEREOF the parties have caused this Deed to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a **DEED** for and on behalf of
CML WAREHOUSE NUMBER 1 LIMITED
acting by two Directors

) per pro Intertrust Directors 1
Limited, as Director
)
)
) per pro Intertrust Directors 2
Limited, as Director
)

EXECUTED as a deed by
CHARTER MORTGAGES LIMITED
by its duly appointed attorney
)
)
)
)

Attorney's signature

Attorney's name

In the presence of:

Signature of witness
Name of witness
Address of witness

EXECUTED as a DEED for and on behalf of

CML WAREHOUSE NUMBER 1 LIMITED

acting by two Directors

) per pro Intertrust Directors 1
Limited, as Director

)
)
) per pro Intertrust Directors 2
Limited, as Director
)

EXECUTED as a deed by
CHARTER MORTGAGES LIMITED
by its duly appointed attorney ~~DIRECTOR~~

)
)
) Peter Erich.
)

Attorney's signature-

Attorney's name

In the presence of:

Signature of witness AJ

Name of witness AMANDA TANSEN

Address of witness 78 RAIL MALL, SWITZER.