

25 September 2017

GOSFORTH FUNDING 2017-1 PLC
(as *Issuer*)

GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED
(as *Mortgages Trustee*)

SCOTTISH SUPPLEMENTAL CHARGE



Freshfields Bruckhaus Deringer

Freshfields Bruckhaus Deringer LLP
65 Fleet Street
London EC4Y 1HS

A SCOTTISH SUPPLEMENTAL CHARGE

BETWEEN

- (1) **GOSFORTH FUNDING 2017-1 PLC**, a public limited company incorporated under the laws of England and Wales (with company number 10887005) whose registered office is at Fifth Floor, 100 Wood Street, London EC2V 7EX (the *Issuer*); and
- (2) **GOSFORTH MORTGAGES TRUSTEE 2017-1 LIMITED**, a private limited company incorporated under the laws of England and Wales (with company number 10887043) and having its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX, as trustee of the Mortgages Trust (the *Mortgages Trustee*).

WHEREAS

- (A) This deed is supplemental to a Deed of Charge dated 25 September 2017 (the *Deed of Charge*) made between, *inter alios*, the Issuer and Citicorp Trustee Company Limited, a company incorporated under the Companies Acts in England (with company number 00235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the *Security Trustee* which expression shall include such person and all other persons for the time being acting as the trustee pursuant to the Deed of Charge and the Trust Deed) and others.
- (B) In terms of the Deed of Charge the Security Trustee holds the security constituted or to be constituted by or pursuant to the Deed of Charge on trust for the Secured Creditors.
- (C) A Scottish declaration of trust dated 25 September 2017 (the *Scottish Declaration of Trust*) has been entered into among Virgin Money plc (*Virgin Money*), the Mortgages Trustee and the Issuer and delivered, in terms of which the Scottish Trust Property (as defined in the Scottish Declaration of Trust) is held in trust by Virgin Money for the Mortgages Trustee, the beneficial interest in and under such Scottish Trust Property being in turn held by the Mortgages Trustee in trust for, *inter alia*, the Issuer under and in terms of the Mortgages Trust.
- (D) This deed is made by the Issuer in accordance with and pursuant to clause 3.2 (*Security over Scottish Assets*) of the Deed of Charge.

NOW THEREFORE the parties hereto **HAVE AGREED** and **DO HEREBY AGREE** as follows:

1. The master definitions and construction schedule signed solely for the purposes of identification by Freshfields Bruckhaus Deringer LLP and Clifford Chance LLP on 25 September 2017 (the *Master Definitions and Construction Schedule*) is expressly and specifically incorporated into this deed *mutatis mutandis* except insofar as inconsistent herewith 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, and this deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Principles of Interpretation and Construction*) of the Master Definitions and Construction Schedule. Without prejudice to the generality of the foregoing, the Issuer and the Security Trustee agree that references to (a) the Scottish Declaration of Trust shall be to that deed as supplemented or amended by any Scottish Trust Supplement entered into from time to time and (b) Scottish Trust Property shall include any additional Scottish Trust Property which is added to the trust created by the Scottish Declaration of Trust by any Scottish Trust Supplement entered into from time to time.

2. The Issuer covenants with and undertakes to the Security Trustee for itself and on trust for the Secured Creditors and binds and obliges itself that it will duly and punctually pay or discharge the Secured Obligations in accordance with the terms of clause 2 (*Covenant to Pay and Perform*) of the Deed of Charge.
3. The Issuer as holder of the beneficial interest therein and subject to the proviso for redemption contained in clause 4 (*Redemption and Release of Charged Property*) of the Deed of Charge **HEREBY ASSIGNS** to and in favour of the Security Trustee (on trust for itself and the Secured Creditors) in security for the discharge and payment of the Secured Obligations (to the extent not already so assigned pursuant to the Deed of Charge) the Issuer's whole right, title and interest in and to the beneficial interest in the Scottish Trust Property held under and in terms of the Mortgages Trust (including without limitation all rights to receive payment of any amount which may become payable to the Issuer thereunder and all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof, and all rights to receive damages or obtain relief in respect thereof and the proceeds of any of the foregoing) 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 (for itself and on behalf of the Security Trustee) hereby intimates to the Mortgages Trustee as trustee under the Mortgages Trust the assignation in security made in terms of Clause 3 hereof and the Mortgages Trustee (in its capacity aforesaid) by its execution hereof immediately subsequent to the execution of this deed by the Issuer 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 part thereof.
5. The parties hereby agree 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 (*Issuer Security*) of the Deed of Charge shall be deemed to be repeated herein *mutatis mutandis* and shall apply *mutatis mutandis* to the property referred to in Clause 3 hereof 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 insofar 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 thereof, together with the Scottish Declaration of Trust, have been delivered;
 - (b) each counterpart will be held as undelivered until the parties agree a 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 the laws of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding two pages are executed as undernoted with an effective date of 25 September 2017 and with the counterparts executed by Gosforth Funding 2017-1 plc and Gosforth Mortgages Trustees 2017-1 Limited being treated as delivered on such date and in such order as follows:

Issuer

SUBSCRIBED for and on behalf of)
GOSFORTH FUNDING 2017-1 PLC)
at
on

By:

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary

Mortgages Trustee

SUBSCRIBED for and on behalf of)
GOSFORTH MORTGAGES)
TRUSTEE 2017-1 LIMITED)
at
on

By:

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary