



Registration of a Charge

Company name: **KMC STIRLING SQUARE LIMITED**

Company number: **09217819**



X7H84E1H

Received for Electronic Filing: **24/10/2018**

Details of Charge

Date of creation: **19/10/2018**

Charge code: **0921 7819 0015**

Persons entitled: **WELLS FARGO TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **N/A**

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: 9217819

Charge code: 0921 7819 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2018 and created by KMC STIRLING SQUARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2018 .

Given at Companies House, Cardiff on 26th October 2018

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

CERTIFIED A TRUE COPY


.....
FOR AND ON BEHALF OF
SHEPHERD AND WEDDERBURN LLP

24 October 2018..... DATE

ASSIGNATION IN SECURITY

BY

- (1) **KMC STIRLING SQUARE LIMITED** whose registered number is 9217819 and whose registered office is at 35 Great St. Helen's, London EC3A 6AP, in its capacity as debtor (the **Debtor**);

IN FAVOUR OF

- (2) **WELLS FARGO TRUST CORPORATION LIMITED** whose registered number is 4409492 and whose registered office is at One Plantation Place, 30 Fenchurch Street, London EC3M 3BD, in its capacity as security trustee for the Secured Creditors under and in terms of the Deed of Charge (the **Security Trustee**, which expression shall include its successors and transferees as trustee aforesaid).

WHEREAS

- (A) This deed is supplemental to a Deed of Charge dated 30 January 2015 (as amended, restated, supplemented or novated from time to time the Deed of Charge) made between *inter alios* the Debtor, Kensington Mortgage Company Limited (Company Number 03049877) (the **Legal Title-Holder**) and the Security Trustee.
- (B) In terms of the Deed of Charge, the Security Trustee has agreed *inter alia* to hold the security constituted or to be constituted by, under or pursuant to the Deed of Charge on trust for the Secured Creditors.
- (C) A Scottish Declaration of Trust dated of even date with the effective date of this Deed (the **Scottish Declaration of Trust**) has been entered into by the Legal Title-Holder in favour of the Debtor and delivered, in terms of which certain Scottish Mortgage Loans together with their related Mortgages and Mortgage Rights as more fully specified and defined therein (the **Scottish Trust Property**) are held in trust by the Legal Title-Holder for the Debtor.
- (D) This deed is made by the Debtor and the Legal Title-Holder 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. The Master Definitions Schedule dated 30 January 2015, as amended from time to time, between, amongst others, the Debtor, the Legal Title-Holder and the Security Trustee is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions 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 the Master Definitions Schedule.
2. The Debtor 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 Amounts in accordance with the terms of the Deed of Charge and each Transaction Document.
3. The Debtor as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 4 (*Redemption and Release*) of the Deed of Charge HEREBY ASSIGNS with absolute warrandice to and in favour of the Security Trustee in security for the discharge and payment of the Secured Amounts the Debtor's whole right, title and interest, 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 Debtor (on behalf of itself and the Security Trustee) hereby intimates to the Legal Title-Holder as trustee under the Scottish Declaration of Trust the assignation in security made in terms of Clause 3 hereof and the Legal Title-Holder, by its execution of this deed, hereby acknowledges such intimation and confirms that save under or pursuant to the relevant Transaction Documents as at the date hereof it has not received any notification of any other dealing with the Scottish Trust Property, the Debtor's interest under the Scottish Declaration of Trust or any part thereof.

5. The Debtor 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*) of the Deed of Charge shall be deemed to be repeated herein 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 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 counterparts:
- (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 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 Scots law.
8. This deed shall be deemed delivered to the Security Trustee on receipt by the Security Trustee of a copy (duly executed by the Debtor) of this deed (whether by fax, e-mail or otherwise) and whether or not the principal of this deed is also physically delivered.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed in counterpart by the parties as undernoted, with an effective date of 19 OCTOBER 2018 and with the counterparts executed by KMC Stirling Square Limited and Kensington Mortgage Company Limited being treated as delivered on such date in such order:

SUBSCRIBED for and on behalf of the said
KMC STIRLING SQUARE LIMITED

at London, United Kingdom

on 19/10/18

by:

Signature of director:

JORDINA WALKER
Per pro Intertrust Directors 1 Limited, as Director

Signature of director

Charmaine De Castro
Per pro Intertrust Directors 2 Limited, as Director

before this Witness:

Witness:

Witness name:

Orey Salu

Witness address:

K1476.1 63665039.1 ANC

35 Great St. Helen's
London
EC3A 6AP

SUBSCRIBED for and on behalf of the said
KENSINGTON MORTGAGE COMPANY LIMITED

at LONDON

on 17 October 2018

by:

JAMES MORRIS

Print Name



Authorised Signatory

before this Witness:

Witness:

Witness name:

LYLE CLASSEN

Witness address:

17 MARK LANE, LONDON EC3R 7DD