



Registration of a Charge

Company name: **RESIDENTIAL MORTGAGE SECURITIES 28 PLC**

Company number: **09386653**



X6K97GMJ

Received for Electronic Filing: **29/11/2017**

Details of Charge

Date of creation: **10/11/2017**

Charge code: **0938 6653 0003**

Persons entitled: **WELLS FARGO TRUST CORPORATION LIMITED**

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: **ERIC IRVINE, SOLICITOR, PAUL HASTINGS (EUROPE) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9386653

Charge code: 0938 6653 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2017 and created by RESIDENTIAL MORTGAGE SECURITIES 28 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2017 .

Given at Companies House, Cardiff on 1st December 2017

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

Dated 10 November 2017

Between

RESIDENTIAL MORTGAGE SECURITIES 28 PLC
as Issuer

WELLS FARGO TRUST CORPORATION LIMITED
as Trustee and as Security Trustee

WELLS FARGO BANK N.A., LONDON BRANCH
as Account Bank

and

BARCLAYS BANK PLC
as Collection Account Bank

SUPPLEMENTAL DEED OF CHARGE

PAUL
HASTINGS

Paul Hastings (Europe) LLP
Ten Bishops Square, Eighth Floor
London E1 6EG

Tel: +44 20 3023 5100
Fax: +44 20 3023 5109
Ref: 94419.00008

THIS SUPPLEMENTAL DEED OF CHARGE is dated 10 November 2017 between:

- (1) **RESIDENTIAL MORTGAGE SECURITIES 28 PLC** (registered number 9386653), whose registered office is at 35 Great St. Helen's, London EC3A 6AP, United Kingdom (the "**Issuer**");
- (2) **WELLS FARGO TRUST CORPORATION LIMITED** (registered number 4409492), whose principal office is at One Plantation Place, 30 Fenchurch Street, London EC3M 3BD, United Kingdom (the "**Trustee**", which expression will include such company and all other persons or companies for the time being acting as the trustees under the Trust Deed and the "**Security Trustee**" which expression shall include such company and all other persons or companies for the time being acting under the Deed of Charge);
- (3) **WELLS FARGO BANK, NATIONAL ASSOCIATION, LONDON BRANCH**, acting through its office at One Plantation Place, 30 Fenchurch Street, London EC3M 3BD, United Kingdom (the "**Account Bank**"); and
- (4) **BARCLAYS BANK PLC** (registered number is 1026167), acting through its office at 1 Churchill Place, London E14 5HP, United Kingdom (the "**Collection Account Bank**").

BACKGROUND:

- (A) The Issuer entered into a deed of charge and assignment on 6 May 2015 with, amongst others, the Security Trustee (the "**Deed of Charge and Assignment**").
- (B) A number of the Transaction Documents (as defined in the master definitions schedule dated 20 March 2015 entered into by, amongst others, the Issuer, the Trustee and the Security Trustee (the "**Master Definitions Schedule**") including the Trust Deed and the Mortgage Administration Agreement and the Master Definitions Schedule itself are being amended by an amendment deed dated the date of this Deed, to which the Issuer, the Trustee and the Security Trustee, amongst others, are parties (the "**Deed of Amendment**").
- (C) The Issuer wishes to grant security over the Additional Charged Accounts (as defined below) on the same terms as the security arrangements set out in the Deed of Charge and Assignment.
- (D) The Issuer is of the opinion that the security created by the Issuer under the Deed of Charge and Assignment constitutes effective security in respect of the Secured Amounts but consider it prudent to enter into this Supplemental Deed of Charge.
- (E) The Security Trustee holds the security, constituted or to be constituted by or pursuant to the Deed of Charge and Assignment and this Supplemental Deed of Charge, and other rights granted on its trust for the Secured Creditors.
- (F) This Supplemental Deed of Charge is supplemental to the Deed of Charge and Assignment.
- (G) It is intended that this Supplemental Deed of Charge should take effect as a Deed.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

Capitalised terms used but not defined in the Supplemental Deed of Charge shall have the meaning given to them in the Deed of Charge and Assignment and in accordance with the Conditions, as amended from time to time, save to the extent supplemented or modified herein.

1.2 Amended Definitions

As amended pursuant to the Deed of Amendment, the following expressions in the Deed of Charge and Assignment shall have the following meaning:

"Bank Accounts" means the Transaction Account, the GIC Account and the Investment Account (or any replacement accounts for such accounts) and references to Bank Accounts shall include any or all of them as the context requires; and

"Collection Accounts" means the Main Collection Accounts, the F Collection Account and the R Collection Account.

1.3 Additional Definitions

The following expression shall have the following meaning:

"Additional Charged Accounts" means:

(a) the collection account in the name of KMC held with the Collection Account Bank with account number [REDACTED] and sort code [REDACTED] (the "**F Collection Account**"); and

(b) the collection account in the name of KMC held with the Collection Account Bank with account number [REDACTED] and sort code [REDACTED] (the "**R Collection Account**").

1.4 Interpretation

The provisions of clauses 1.5 to 1.9 of the Deed of Charge and Assignment are deemed to be incorporated into this Supplemental Deed of Charge with all necessary modifications as if they were set out in full in this Supplemental Deed of Charge.

2. INCORPORATED PROVISIONS

Except as otherwise provided the terms of the Deed of Charge and Assignment shall apply to this Supplemental Deed of Charge as if they were set out herein and the Deed of Charge and Assignment shall be read and construed as one document with this Supplement Deed of Charge (and such that references to "Bank Accounts" in the Deed of Charge and Assignment shall be construed so as to include the Additional Charged Accounts).

3. COVENANT TO PAY

- 3.1 The provision of clause 2 of the Deed of Charge and Assignment is deemed to be incorporated into this Supplemental Deed of Charge with all necessary modifications as if it were set out in full in this Supplemental Deed of Charge.
- 3.2 The Security Trustee shall hold the benefit of the covenant in Clause 2 of the Deed of Charge and Assignment as incorporated herein on behalf of the Secured Creditors.
- 3.3 The security granted in respect to the Additional Charged Accounts, pursuant to Clause 4 below, is granted in consideration of the covenant in Clause 2 of the Deed of Charge and Assignment as incorporated herein.

4. SECURITY

- 4.1 The Issuer, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and free from encumbrance (and, in relation to any rights or assets located in or governed by Scots law, with absolute warrandice) and subject to the proviso for redemption hereinafter contained, HEREBY CHARGES, by way of first fixed equitable charge to the Security Trustee, all the Issuer's right, title, benefit and interest present and future in, to and under the Additional Charged Accounts and all sums of money and securities which may now be or hereafter are from time to time standing to the credit of the Bank Accounts together with all interest accruing from time to time thereon and the debts represented thereby and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same TO HOLD the same unto the Security Trustee absolutely for the Security Trustee itself and on trust, subject to the terms of these presents, for the various other persons to whom the Secured Amounts from time to time become due, owing or payable.
- 4.2 The parties hereby agree that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge and Assignment 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 and Assignment shall be deemed to be repeated herein *mutatis mutandis* and shall apply *mutatis mutandis* to the property referred to in clause 4.1 and the security and other rights and powers created under and pursuant to this Supplemental Deed of Charge and that the whole remaining terms of the of the Deed of Charge and Assignment shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto provide always that this Supplemental Deed of Charge and all of the rights, powers, obligations and immunities comprised herein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this Supplemental Deed of Charge.

5. DEEMED RELEASE

For the avoidance of doubt, subject to the proviso that all amounts standing to the credit of relevant Collection Accounts have been transferred to the relevant Main Collection Accounts and the Legal Title-Holder being of the opinion that no further amounts are expected to be credited to the relevant Collection Account, from time to time there shall be deemed to be released from the security constituted by this Deed, all the Issuer's right, title, benefit and interest in, to and under the relevant Collection

Accounts, any such release to take effect immediately upon the relevant withdrawal being made.

6. COLLECTION ACCOUNT BANK

The Collection Account Bank acknowledges that, by entry into this Supplemental Deed of Charge, it has received notice and consents to the charging of the Additional Charged Accounts.

7. MISCELLANEOUS

The provisions of clauses 18, 19, 20 and 21 of the Deed of Charge and Assignment are deemed to be incorporated into this Supplemental Deed of Charge with all necessary modifications as if they were set out in full in this Supplemental Deed of Charge.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of this Supplemental Deed of Charge under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. COUNTERPARTS

This Supplemental Deed of Charge may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed of Charge.

10. GOVERNING LAW

- (a) This Supplemental Deed of Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law, provided that any terms particular to the laws of Scotland shall be construed in accordance with Scots law.
- (b) The courts of England have jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed of Charge and accordingly any legal action or proceeding arising out of or in connection with this Supplemental Deed of Charge ("**Proceeding**") may be brought in such courts. Each of the parties hereto irrevocably submits to the jurisdiction of such courts and waives any objection to any Proceedings in such courts whether on the grounds of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

This Supplemental Deed of Charge has been entered into as a deed on the date stated at the beginning of this Supplemental Deed of Charge.

SIGNATORIES

ISSUER:

EXECUTED as a **DEED**
for and on behalf of **RESIDENTIAL**
MORTGAGE SECURITIES 28 PLC acting
by its two directors

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

TRUSTEE:

EXECUTED as a **DEED** by **WELLS FARGO**)
TRUST CORPORATION LIMITED acting by)
an authorised attorney in the presence of a)
witness:)


Ian Hancock
..... **Director**
) Authorised Attorney

Name of Witness:

Signature of Witness: ...

Address:

Occupation:


Alex Blewer
Vice President
One Plantation Place
30 Fenchurch Street
London EC3M 3BD

SECURITY TRUSTEE:

EXECUTED as a **DEED** by **WELLS FARGO**
TRUST CORPORATION LIMITED acting by
an authorised attorney in the presence of a
witness:

) 
) **Ian Hancock**
) **Director**
)
) Authorised Attorney

Name of Witness:

Signature of Witness: 

Alex Blewer
Vice President

Address:

Occupation: One Plantation Place
30 Fenchurch Street
London EC3M 3BD

ACCOUNT BANK:

EXECUTED as a **DEED** for and on behalf of
WELLS FARGO BANK N.A., LONDON
BRANCH acting by an authorised attorney in the
presence of a witness:

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)
)



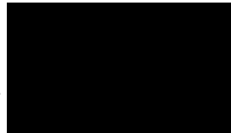
Ian Hancock
Director

.....

Authorised Attorney

Name of Witness:

Signature of Witness:....



Address:

Alex Blewer
Vice President

Occupation:

One Plantation Place
30 Fenchurch Street
London EC3M 3BD

COLLECTION ACCOUNT BANK:

EXECUTED as a **DEED** by **BARCLAYS BANK**)
PLC acting by an authorised attorney)
in the presence of a witness:)



.....
Authorised Attorney Scott Fordham

Name of Witness: *Angela Morgan*

Signature of Witness:



Address: Paul Hastings (Europe) LLP
Ten Bishops Square
Eighth Floor
Occupation: London
E1 6EG
SENIOR PARALEGAL