



Registration of a Charge

Company name: **CASTELL 2018-1 PLC**

Company number: **11321580**

Received for Electronic Filing: **14/11/2018**



X710ODTM

Details of Charge

Date of creation: **01/11/2018**

Charge code: **1132 1580 0002**

Persons entitled: **CITICORP TRUSTEE COMPANY 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:

**STEPHEN PHILLIPS ON BEHALF OF CMS CAMERON MCKENNA
NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11321580

Charge code: 1132 1580 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2018 and created by CASTELL 2018-1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2018 .

Given at Companies House, Cardiff on 16th November 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

SCOTTISH SUPPLEMENTAL CHARGE

ASSIGNATION IN SECURITY

BY:

- (1) **CASTELL 2018-1 PLC**, (registered number 11321580), a public limited company incorporated under the laws of England and Wales with its registered office at 35 Great St. Helen's, London EC3A 6AP (referred to herein as the "**Issuer**");

IN FAVOUR OF

- (2) **CITICORP TRUSTEE COMPANY LIMITED** (registered number 00235914), a private limited company incorporated under the laws of England and Wales having its principal office at Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB (referred to hereinafter as the "**Trustee**", which expression shall include such company and all other persons or companies for the time being acting as Trustee pursuant to the terms of the Trust Deed and the Deed of Charge (defined below));

WITH THE ACKNOWLEDGMENT OF

- (3) **OPTIMUM CREDIT LIMITED** (registered number 8698121), a private limited company incorporated under the laws of England and Wales, with its registered office at Haywood House South, Dumfries Place, Cardiff CF10 3GA (referred to hereinafter as the "**Seller**") as trustee pursuant to the Scottish Declaration of Trust (defined below).

WHEREAS

- (A) This deed is supplemental to a Deed of Charge dated 1 November 2018 (the "**Deed of Charge**") made between the Issuer and the Trustee.
- (B) The 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 1 November 2018 (the "**Scottish Declaration of Trust**") has been entered into by the Seller in favour of the Issuer and delivered, in terms of which certain Scottish Mortgage Loans together with their Related Security as more fully specified and defined therein (the "**Scottish Trust Property**") are held in trust by the Seller for the Issuer; and
- (D) This deed is made by the Issuer in favour of the Trustee in accordance with and pursuant to clause 5.4 (*Scottish Supplemental Charge*) of the Deed of Charge.

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


1. Capitalised terms in this deed (including the recitals hereto) shall, except where the context otherwise requires and save where otherwise defined herein, bear the meanings ascribed to them in schedule 1 (*Master Definitions Schedule*) to the Incorporated Terms Memorandum dated on or about 1 November 2018 and signed for the purpose of identification by the parties to this deed and others and this deed shall be construed in accordance with the principles of interpretation and constructions set out therein.

2. The Issuer covenants with and undertakes to the Trustee as trustee for itself and 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 9 (*Redemption and Release*) of the Deed of Charge **HEREBY ASSIGNS** to and in favour of the Trustee in security for the discharge and payment of the Secured Obligations the Issuer's whole right, title and interest present and future, in and to the Scottish Trust Property (as defined in the Scottish Declaration of Trust) and in and to the Scottish Declaration of Trust (together, the "**Assigned Rights**", surrogating and substituting the Trustee in its full right and place therein and thereto.
4. The Issuer (for itself and on behalf of the Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 3 hereof to the Seller as trustee under the Scottish Declaration of Trust and the Seller in its capacity as trustee pursuant to the Scottish Declaration of Trust by its execution and delivery hereof 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 the Scottish Declaration of Trust 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 the Deed of Charge and the security and other rights and powers created under and pursuant to Clause (*Creation of Fixed Security*) of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the Assigned Rights 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 and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with Scots law.

IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages are executed in counterpart as follows and **DELIVERED** on: 1 November 2018

SUBSCRIBED for and on behalf of
CASTELL 2018-1 PLC acting by
its directors:


executing for and on behalf of, Intertrust
Directors 1 Limited, as director

Nella Liburd

) _____
Print Full Name

London


at (insert place of signing): 30 October 2018
on (insert date of signing):
before this witness:

Witness's signature:

Name:

Address:

35 Great St. Helen's
London
EC3A 6AP


executing for and on behalf of Intertrust
Directors 2 Limited, as director

) HELENA WHITAKER
Print Full Name

London
30 October 2018

at (insert place of signing):
on (insert date of signing):
before this witness:

Witness's signature:

Name:

Address:

35 Great St. Helen's
London
EC3A 6AP

SUBSCRIBED for and on behalf of
CITICORP TRUSTEE COMPANY
LIMITED
acting by its duly authorised attorney

)
)
)
)

Authorised Attorney Georgia Mitchell
Vice President
)

Name of Authorised Attorney

at (insert place of signing): LONDON
on (insert date of signing): 31 October 2018

before this witness:

Witness's signature: _____

Name: _____

Christopher Prudden
Vice President

Address: _____

Citi
Agency & Trust
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

SUBSCRIBED for and on behalf of the said
OPTIMUM CREDIT LIMITED
acting through its duly authorised signatories

) 

Authorised Signatory


) IAN PATER

Name of Authorised Signatory

at (insert place of signing): 10 Upper Bank Street, London, E14 5JJ
on (insert date of signing): 30 October 2018

before this witness:

Witness's signature: _____

Name:  _____

Address: Naim Guner
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

) 

Authorised Signatory


) SAM MARSHALL

Name of Authorised Signatory

at (insert place of signing): 10 Upper Bank Street, London, E14 5JJ
on (insert date of signing): 30 October 2018

before this witness:

Witness's signature: _____

Name:  _____

Address: Naim Guner
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

