



Registration of a Charge

Company name: **CHESTER A PLC**

Company number: **11800252**

Received for Electronic Filing: **03/05/2019**



X84NRW0Z

Details of Charge

Date of creation: **24/04/2019**

Charge code: **1180 0252 0002**

Persons entitled: **U.S. BANK TRUSTEES 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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11800252

Charge code: 1180 0252 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2019 and created by CHESTER A PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2019 .

Given at Companies House, Cardiff on 7th May 2019

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 Trust Security

Assignment in Security

By

- (1) **CHESTER A PLC**, (registered number 11800252), a public limited company incorporated under the laws of England and Wales, whose registered office is at Level 37, 25 Canada Square, London, E14 5LQ (the "**Issuer**")

In favour of

- (2) **U.S. BANK TRUSTEES LIMITED** (registered number 02379632), a private limited company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London EC2N 1AR, in its capacity as security trustee under and in terms of the aftermentioned Deed of Charge (the "**Security Trustee**", which expression shall include its successor or successors as security trustee aforesaid);

With intimation to and acknowledgement by

- (3) **NRAM LIMITED** (incorporated in England and Wales with registered number 09655526) whose registered office is at Croft Road, Crossflatts, Bingley, BD16 2UA ("**NRAM**")

Whereas:

- (A) This Scottish Trust Security is supplemental to a deed of charge dated on or around the effective date hereof (as the same may be amended, restated, varied or supplemented from time to time, the "**Deed of Charge**") made between the Issuer, the Security Trustee and others;
- (B) In terms of the Deed of Charge, the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge for the Secured Creditors;
- (C) A Scottish declaration of trust with an effective date on or before the effective date hereof (the "**Initial Scottish Declaration of Trust**") has been executed by NRAM in favour of Citibank, N.A., London Branch ("**Citi**") and delivered, in terms of which certain Scottish Mortgage Loans together with their related Scottish Mortgages and other Related Security relative thereto as more fully specified and defined therein (the "**Scottish Trust Property**") are held in trust by NRAM for Citi;
- (D) Subsequent to the execution and delivery of the Initial Scottish Declaration of Trust, a subsequent Declaration of Trust was executed by NRAM in favour of the Issuer with the consent of the Seller and Citi (as defined in the Deed of Charge) (the "**Scottish Declaration of Trust**") which will replace the Initial Scottish Declaration of Trust and in terms of which the Issuer is beneficiary of the Scottish Trust Property; and
- (E) this Scottish Trust Security is granted by the Issuer 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 declared and agreed 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 the Deed of Charge (whether by reference, incorporation or otherwise) and this deed shall be construed in accordance with the principles of interpretation and constructions so comprised therein

- 2** The Issuer as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 4 (*Release of Charged Assets*) of the Deed of Charge HEREBY ASSIGNS to and in favour of the Security Trustee in security for the payment and discharge of the Secured Obligations the Issuer's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in, to and under the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto.
- 3** The Issuer and the Security Trustee hereby intimate to NRAM this assignation and NRAM by its execution hereof hereby acknowledges this intimation.
- 4** The Issuer 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 therein and the security and other rights and powers created thereunder and pursuant thereto shall be deemed to be repeated herein to the extent relevant or relating to the property and assets secured hereby and the security and other rights and powers created hereunder and shall apply except so far as inconsistent herewith *mutatis mutandis* to the property referred to herein, 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.
- 5** This Scottish Trust Security may be executed in any number of counterparts and by each of the parties on separate counterparts.

Where executed in counterpart:

- (a) this Scottish Trust Security will not take effect until each of the counterparts hereof 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, and the Scottish Declaration of Trust has been, delivered; and
- (c) the date of delivery may be inserted in the testing Clause in the space provided for the effective date of this Scottish Trust Security.

6 This deed shall be governed by and construed in accordance with Scots law.

In witness whereof these presents typewritten on this and the preceding 2 pages are executed in counterpart by the parties as undernoted, with an effective date of 24 April 2019 and with the counterparts executed by the Issuer, the Security Trustee and NRAM being treated as delivered on such date and in such order as follows:

Subscribed for and on behalf of the said

CHESTER A PLC

at London

on 16 April 2019

by

Aline Sternberg

Print Name

DEBRA PARSAU

Per Pro

Print Name CSC Directors (No.1) Limited

Authorised Signatory / Director

Authorised Signatory / Director

in the presence of:

[Redacted] Witness signature

ADRIANNA PAWLEC Witness Name

Level 37, 25 Canada Square

London E14 5LQ Witness Address

Subscribed for and on behalf of the said
U.S. BANK TRUSTEES LIMITED

at LONDON
on 17 APRIL 2019
by

Kamal Husseln

Authorised Signatory

Print Name

Liliya Popova

Authorised Signatory

Print Name

Authorised Signatory / Director

Authorised Signatory / Director

in the presence of:

Witness signature

Witness Name

Witness Address

GEORGE STUBBS

125 Old Broad Street

Fifth Floor, London, EC2N 1AR

Subscribed for and on behalf of the said

NRAM LIMITED

at *Cross Rd, Crossfields, AD16 6WA*

on *15 April 2014*

by

IAN HARES

Print Name

EMMA GREEN

Authorised Signatory / Director

Print Name

Authorised Signatory / Director

in the presence of:

Witness signature

Witness Name

Witness Address

Alexander Skarb
One Birchill Row, London,
EC1Y 8UY