



Registration of a Charge

Company name: **CHESTER B2 LTD**

Company number: **11867884**

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



X84NRZMY

Details of Charge

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

Charge code: **1186 7884 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: 11867884

Charge code: 1186 7884 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2019 and created by CHESTER B2 LTD 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 B2 LTD**, (registered number 11867884), a private limited company incorporated under the laws of England and Wales, whose registered office is at Level 37, 25 Canada Square, London, E14 5LQ (the "**Borrower**")

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, West Yorkshire, 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 Borrower, 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 Loans together with their Related Rights 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 Borrower with the consent of Citi and the Seller (as defined in the Deed of Charge) (the "**Scottish Declaration of Trust**") which released the Initial Scottish Declaration of Trust and in terms of which the Borrower is beneficiary of the Scottish Trust Property; and
- (E) This Scottish Trust Security is granted by the Borrower in favour of the Security Trustee in accordance with and pursuant to Clause 3.6 (*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 Borrower 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 Amounts the Borrower'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 Borrower and the Security Trustee hereby intimate to NRAM this assignation and NRAM by its execution hereof hereby acknowledges this intimation.
- 4** The Borrower 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 Borrower, 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 B2 LTD

at LONDON

on 16 April 2019

by

ALINE STERNBERG

Print Name

Authorised Signatory/Director

DEBRA PARSAU

Print Name

Per Pro
CSC Directors (No.1) Limited

Authorised Signatory/Director

in the presence of this witness:

Witness Signature

Witness Name

Witness Address

ADRIANNA PAWELEC

Level 37, 25 Canada Square
London E14 5LQ

Subscribed for and on behalf of the said

U.S. BANK TRUSTEES LIMITED

at LONDON

on 17 APRIL 2019

by

Kamal Hussain
Authorised Signatory

Print Name

Liliya Popova
Authorised Signatory

Print Name

in the presence of this witness:



Authorised Signatory/Director



Authorised Signatory/Director

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 Cott Rd, Eastleigh, SO16 2UA
on 15 April 2019
by

IAN HARES
Print Name



Authorised Signatory/Attorney/Director

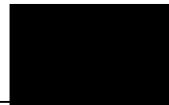
EMMA GREEN
Print Name



Authorised Signatory/Attorney/Director

in the presence of this witness:

Witness Signature



Witness Name

Alexander Short

Witness Address

One Churchill Way, London, SE18 8VY