



**Registration of a Charge**

Company name: **TOWD POINT MORTGAGE FUNDING 2016-VANTAGE1 PLC**  
Company number: **10462258**



X5M56NQY

Received for Electronic Filing: **19/12/2016**

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**Details of Charge**

Date of creation: **13/12/2016**  
Charge code: **1046 2258 0002**  
Persons entitled: **U.S. BANK TRUSTEES LIMITED (AS SECURITY TRUSTEE)**  
Brief description:  
**Contains fixed charge(s).**  
**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 10462258

Charge code: 1046 2258 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2016 and created by TOWD POINT MORTGAGE FUNDING 2016-VANTAGE1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2016 .

Given at Companies House, Cardiff on 20th December 2016

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

## Assignment in Security

### By

- (1) **TOWD POINT MORTGAGE FUNDING 2016-VANTAGE1 PLC** (registered number 10462258), a public limited company incorporated under the laws of England and Wales, whose registered office is at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 King's Arms Yard, London EC2R 7AF (the "**Issuer**")

### In favour of

- (2) **U.S. BANK TRUSTEES LIMITED** (registered branch number 2379632), a private limited liability company incorporated under the laws of England and Wales whose registered office is at 125 Old Broad Street, Fifth Floor, London, EC2N 1AR (acting in its capacity as "**Security Trustee**" for the Secured Creditors, which expressions include such company and all other persons or companies for the time being trustee(s) under the Transaction Documents);

### With intimation to and acknowledgement by

- (3) **PROMONTORIA (VANTAGE) LIMITED** (incorporated in England and Wales with registered number 09578284) whose registered office is at 35 Great St. Helen's, London, EC3A 6AP ("**Promontoria**")

### 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 "**Scottish Declaration of Trust**") has been executed by Promontoria in favour of CERBERUS EUROPEAN RESIDENTIAL HOLDINGS B.V. ("**CERH**") 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 Promontoria for CERH;
- (D) Subsequent to the execution and delivery of the Scottish Declaration of Trust, an assignment (the "**Scottish Trust Transfer**") was granted by CERH in favour of the Issuer and intimated to Promontoria in terms of which CERH assigned its whole beneficial interest and right in and to the abovementioned Scottish Trust Property and the Scottish Declaration of Trust in favour of the Issuer; 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 Promontoria this assignation and Promontoria 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 and the Scottish Trust Transfer have 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 13 December 2016 and with the counterparts executed by the Issuer, the Security Trustee and Promontoria being treated as delivered on such date and in such order as follows:

Subscribed for and on behalf of the said

**TOWD POINT MORTGAGE FUNDING 2016-  
VANTAGE1 PLC**

at LONDON  
on 9<sup>th</sup> DECEMBER 2016  
by MARK FILER



Print Name Wilmington Trust SP Services (London) Limited  
for Wilmington Trust SP Services (London) Limited  
Authorised Signatory / Director

Print Name [Redacted]  
Authorised Signatory / Director

in the [Redacted]  
..... Witness signature  
Stuart Watson ..... Witness Name  
Third Floor ..... Witness Address  
1 King's Arms Yard  
London  
EC2R 7AF

Subscribed for and on behalf of the said  
U.S. Bank Trustees Limited

at  
on  
by

*London*  
*9/12/16*

**Chris Yates**  
Authorised Signatory



Print Name

**David Harnett**  
Authorised Signatory

Authorised Signatory / Director



Print Name

Authorised Signatory / Director

in the presence of



Witness signature

*HARVEY DIAZ RAS*

Witness Name

**U.S. Bank Global Corporate Trust Services**

Witness Address

**125 Old Broad Street**

**London**

**EC2N 1AR**

Subscribed for and on behalf of the said  
Promontoria (Vantage) Limited

at  
on  
by

Print Name

Authorised Signatory / Director

Print Name

Authorised Signatory / Director

in the presence of:

Witness signature

Witness Name

Witness Address

Subscribed for and on behalf of the said  
U.S. Bank Trustees Limited

at  
on  
by

.....  
Print Name Authorised Signatory / Director  
.....  
Print Name Authorised Signatory / Director

in the presence of:

..... Witness signature  
..... Witness Name  
..... Witness Address  
.....

Subscribed for and on behalf of the said  
Promontoria (Vantage) Limited

at LONDON  
on 12 DECEMBER 2016  
by Nella Liburd

.....  
Print Name Aline Sternberg Authorised Signatory / Director under Power of Attorney  
.....  
Print Name Authorised Signatory / Director under Power of Attorney

in the presence of:

..... Witness signature  
OREY SALU ..... Witness Name  
35 Great St Helens ..... Witness Address  
London  
EC3A 6AP