

MR01

Particulars of a charge

107286/13

laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08



S55MK71G

SCT

25/04/2016

#114

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 0 9 9 8 5 6 4 5

Company name in full TOWD POINT MORTGAGE FUNDING 2016-GRANITE1 PLC ✓

2

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d2 d0 m0 m4 y2 y0 y1 y6 ✓

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name CITIBANK N.A , LONDON BRANCH (AS "SECURITY TRUSTEE") ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

NONE

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

X FOR AND ON BEHALF OF SHEPHERD AND WEDDERBURN LLP (ACTING ON BEHALF OF THE COMPANY) X

This form must be signed by a person with an interest in the charge

Signature

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name M01132.1065/SRG/NEC/HAP

Company name Shepherd & Wedderburn

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode

E	H	3		8	U	L
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Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 473 5660



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9985645

Charge code: 0998 5645 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2016 and created by TOWD POINT MORTGAGE FUNDING 2016-GRANITE1 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2016

DK

Given at Companies House, Cardiff on 3rd May 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



SHEPHERD WEDDERBURN

Scottish Trust Security
by
TOWD POINT MORTGAGE FUNDING 2016-GRANITE1 PLC
in favour of
CITIBANK N.A., LONDON BRANCH
with intimation to and acknowledgement by
NRAM PLC

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006,
this is a true copy of the original

Signed  NEIL CAMPBELL,
SOLICITOR

Date 25/04/2016

For and on behalf of Shepherd and Wedderburn LLP

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh
EH3 8UL
DX 551970 Edinburgh 53
T +44 (0)131 228 9900
F +44 (0)131 228 1222
www.shepwedd.co.uk

ASSIGNATION IN SECURITY

BY

- (1) **TOWD POINT MORTGAGE FUNDING 2016-GRANITE1 PLC**, a public limited company incorporated under the laws of England and Wales (registered number 09985645), whose registered office is at c/o Wilmington Trust SP Services (London) Limited, Third Floor, 1 Kings Arms Yard, London EC2R 7AF (the "**Issuer**")

IN FAVOUR OF

- (1) **CITIBANK N A, LONDON BRANCH** (registered branch number BR001018), whose registered office is at Citigroup Centre, Canada Square, Canary Wharf E14 5LB, 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

- (2) **NRAM PLC** (formerly known as Northern Rock (Asset Management) plc) (incorporated in England and Wales with registered number 03273685) 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 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 NRAM in favour of CERBERUS EUROPEAN RESIDENTIAL HOLDINGS BV ("**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 NRAM 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 NRAM 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 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 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 20 April 2016 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
TOWD POINT MORTGAGE FUNDING 2016-GRANITE1 PLC

at 1 KING'S ARMS YARD, LONDON, EC2R 7AF

on 15 APRIL 2016

by

Mark Filer

Print Name


Authorised Signatory / Director

Print Name

Authorised Signatory / Director

in the presence of



Witness Signature

Mignon Clarke

Witness Name

Witness Address

Third Floor
1 King's Arms Yard
London
EC2R 7AF

SUBSCRIBED for and on behalf of the said
CITIBANK N A , LONDON BRANCH

at Citigroup Centre, Canary Wharf, London

on 15/04/16

by



David Mares
Vice President

Full Name



Authorised Signatory / Director

Full Name

Authorised Signatory / Director

Andrea Meucci
Vice President

before this witness



Witness

Kris Chung
Vice President

Full Name

Citigroup Centre, 25 Canada Square
Canary Wharf, London, E14 5LB Address

SUBSCRIBED for and on behalf of the said
NRAM PLC

at

on

by

Full Name

Authorised Signatory / Director

Full Name

Authorised Signatory / Director

before this witness

Witness

Full Name

Address

SUBSCRIBED for and on behalf of the said
CITIBANK N A , LONDON BRANCH

at

on

by

Full Name

Authorised Signatory / Director

Full Name

Authorised Signatory / Director

before this witness

Witness

Full Name

Address

SUBSCRIBED for and on behalf of the said
NRAM PLC

at 21/27 Lambeth Conduit Street, London, WC1N 3BD

on 14/07/16

by

Ian Hargy

Full Name

Authorised Signatory / Director

Neil Corbett

Full Name

Authorised Signatory / Director

before this witness

Witness

Chraham Dunn

Full Name

1 Bunhill Row, London, Address

EC1A 8YH