



**Registration of a Charge**

Company name: **TOWD POINT MORTGAGE FUNDING 2017 - AUBURN 11 PLC**  
Company number: **10539679**



X618B3TK

Received for Electronic Filing: **28/02/2017**

---

**Details of Charge**

Date of creation: **21/02/2017**  
Charge code: **1053 9679 0002**  
Persons entitled: **U.S. BANK TRUSTEES LIMITED (AS TRUSTEE)**  
Brief description: **N/A**  
**Contains fixed charge(s).**

---

**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: **SHEPHERD AND WEDDERBURN LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10539679

Charge code: 1053 9679 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2017 and created by TOWD POINT MORTGAGE FUNDING 2017 - AUBURN 11 PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2017 .

Given at Companies House, Cardiff on 1st March 2017

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**

## ASSIGNATION IN SECURITY

### BY

- (1) **TOWD POINT MORTGAGE FUNDING 2017 – AUBURN 11 PLC**, a private limited liability company incorporated under the laws of England and Wales with company number 10539679 and having its registered office 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**, a limited company registered under the laws of England and Wales with company number 02379632 and having its registered office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR for itself and as security trustee for the other Secured Creditors under and in terms of the Deed of Charge (the "Trustee", which expression shall include its successor or successors as Trustee under and in terms of the Trust Deed);

### WITH THE INTIMATION TO AND ACKNOWLEDGEMENT OF

- (3) **CAPITAL HOME LOANS LIMITED**, a private limited company incorporated under the laws of England and Wales with company number 02174236 and having its registered office at Admiral House, Harlington Way, Fleet, Hampshire GU51 4YA (the "Legal Title Holder").

### WHEREAS:

- (A) This deed (the "**Scottish Trust Security**") is supplemental to a Deed of Charge dated on or about the effective date of this Scottish Trust Security made between, *inter alios*, the Issuer and the Trustee, (the "**Deed of Charge**");
- (B) In terms of the Deed of Charge the Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Trust Deed and/or the Deed of Charge on trust for the Secured Creditors;
- (C) By a Scottish Declaration of Trust dated on or around the effective date hereof (the "**Scottish Declaration of Trust**"), the Legal Title Holder declared that it holds on trust for Cerberus European Residential Holdings B.V. ("**CERH**") and for its successors and assignees certain Scottish Loans together with their Related Security as more fully specified and described therein (the "**Scottish Trust Property**");
- (D) By an assignment granted by CERH in favour of the Issuer and intimated to the Legal Title Holder on or before the effective date hereof (the "**Scottish Trust Transfer**"), CERH has assigned its beneficial interest in and to the Scottish Trust Property and the Scottish Declaration of Trust to the Issuer; and
- (E) This Scottish Trust Security is made by the Issuer in favour of the Trustee in accordance with and pursuant to Clause 4.2 (*Scottish Trust Security*) of the Deed of Charge.

**NOW THEREFORE IT IS AGREED** as follows:

1. Expressions and words defined in the Deed of Charge (including by reference) shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Trust Security, including the recitals hereto and this Scottish Trust Security shall be construed in accordance with the interpretation provisions set out in the Deed of Charge, and such terms shall be deemed to be incorporated herein *mutatis mutandis*.
2. 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 Amounts, the Issuer's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Trustee in its full right and place therein and thereto.
3. The Issuer and the Trustee intimate to the Legal Title Holder the assignation in security granted in terms of Clause 2 hereof and the Legal Title Holder by its execution hereof acknowledges such intimation and confirms that save under or pursuant to the Transaction Documents as at the effective date of this Scottish Trust Security it has not received notification of any other dealing with the Scottish Trust Property or any part thereof or the Scottish Declaration of Trust (other than as detailed in the Scottish Declaration of Trust itself and the Scottish Trust Transfer).
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 in and the security and other rights and powers created under and pursuant to Clauses 4 and 5 of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 2 hereof and the security and other rights and powers created under and pursuant hereto 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 Scottish Trust Security 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 Scottish Trust Security.
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 has been delivered;
  - (b) each counterpart will be held as undelivered until the Scottish Trust Transfer has become effective and the parties agree a date on which the counterparts are to be treated as 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 Scottish Trust Security shall be governed by and construed in accordance with Scots law.

**IN WITNESS WHEREOF** these presents typewritten on this and the preceding two pages are executed in counterpart by the parties as undernoted with an effective date of 21 FEBRUARY 2017 and with the counterparts executed by the Issuer, the Trustee and the Legal Title Holder being treated as delivered on such date in such order as follows:

**SUBSCRIBED** for and on behalf of the said

**TOWD POINT MORTGAGE FUNDING 2017 – AUBURN 11 PLC**

At LONDON

on 20th February 2017

By [REDACTED] Daniel Wynne  
Director

in the presence

Witness Signature

Full Name:

Address:

**SUBSCRIBED** for and on behalf of the said

**U.S. BANK TRUSTEES LIMITED**

At

on

By

in the presence of this witness:

Witness Signature:

Full Name:

Address:

6. This Scottish Trust Security shall be governed by and construed in accordance with Scots law.

IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages are executed in counterpart by the parties as undernoted with an effective date of 21 FEBRUARY 2017 and with the counterparts executed by the Issuer, the Trustee and the Legal Title Holder being treated as delivered on such date in such order as follows:

SUBSCRIBED for and on behalf of the said

TOWD POINT MORTGAGE FUNDING 2017 – AUBURN 11 PLC

At

on

By

in the presence of this witness:

Witness Signature:

Full Name:

Address:

SUBSCRIBED for and on behalf of the said

U.S. BANK TRUSTEES LIMITED

At

LONDON

on

By



Chris Yates  
Authorised Signatory



Laurence Griffiths  
Authorised Signatory

in the presence of this witness:

Witness Signature:

Full Name:

Address:



SUBSCRIBED for and on behalf of the said

CAPITAL HOME LOANS LIMITED

At *frax*

on *20 February 2017*

By *Rosant Auparus*

DIRECTOR

in the presence of this witness:

Witness Signature:

Full Name:

Address:

