



Registration of a Charge

Company name: **CORNHILL MORTGAGES NO.2 LIMITED**

Company number: **10038532**



X7FAHQ15

Received for Electronic Filing: **26/09/2018**

Details of Charge

Date of creation: **21/09/2018**

Charge code: **1003 8532 0029**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED AS SECURITY TRUSTEE
(REGISTERED NUMBER 235914)**

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:

GAENOR CASSELL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10038532

Charge code: 1003 8532 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2018 and created by CORNHILL MORTGAGES NO.2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2018 .

Given at Companies House, Cardiff on 28th September 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

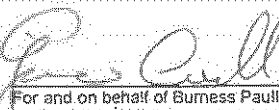


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ASSIGNATION IN SECURITY BY:


For and on behalf of Burness Paul LLP at Edinburgh on 26/09/2018
I certify that, save for the material redacted pursuant to section 859G of
the Companies Act 2006, this copy instrument is a correct copy of the
original instrument.

(1) **CORNHILL MORTGAGES NO.2 LIMITED**, a company incorporated and existing under the laws of England and Wales, registered under number 10038532 and having its registered office at 35 Great St Helen's, London, EC3A 6AP (the "**Issuer**")

in favour of

(2) **CITICORP TRUSTEE COMPANY LIMITED**, a limited company incorporated under the laws of England and Wales with registered number 235914, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as security trustee (the "**Security Trustee**");

Whereas:

- (A) This deed is supplemental to the deed of charge dated 8 July 2016 (the "**Deed of Charge**") made between the Issuer and the Security Trustee;
- (B) The Security Trustee, inter alia, holds the security constituted or to be constituted by or pursuant to the Security Trust Deed for the Beneficiaries;
- (C) Pursuant to certain Scottish declarations of trust entered into between **THE MORTGAGE LENDER LIMITED**, a private limited company incorporated under the laws of England and Wales (registered number 09280057) and **UK MORTGAGES CORPORATE FUNDING DESIGNATED ACTIVITY COMPANY**, a designated activity company incorporated under the laws of Ireland (registered number 567943) (the "**Seller**") (as set out in Part 1 of the Schedule annexed hereto) (the "**Scottish Declarations of Trust**"), the Scottish Trust Property (as defined therein) was held in trust by the Legal Title Holder for the benefit of the Seller.
- (D) Pursuant to certain Scottish trust transfer instruments between the Seller and the Issuer (as set out in Part 1 of the Schedule annexed hereto) (the "**Scottish Trust Transfers**") the Sellers' right, title and interest in and to the Scottish Trust Property has been assigned to the Issuer and the Scottish Trust Property is held in trust by the Legal Title Holder for the benefit of the Issuer.

Now it is hereby agreed as follows:

1. **DEFINITIONS AND INTERPRETATION**

Unless otherwise defined in this deed or the context requires otherwise, words and expressions used in this deed have the meaning and constructions ascribed to them in the Security Trust Transfers. In the event of any conflict between the meanings and constructions ascribed to the words and expressions defined in this deed and the Security Trust Transfers, this deed shall prevail.

2. **UNDERTAKING TO PAY**

The Issuer undertakes to the Security Trustee (for its own account and as trustee for the Beneficiaries) that it shall duly, unconditionally and punctually pay and discharge or procure the payment or discharge of, each of the Secured Obligations in accordance with Clause 3 of the Deed of Charge.

3. **ASSIGNATION**

The Issuer as holder of the beneficial interest therein HEREBY with absolute warrandice ASSIGNS to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Issuer's whole right, title and interest in and to the beneficial interest in the Scottish Trust Property and in and to the Scottish Declarations of Trust (the "**Assigned Rights**"), surrogating and substituting the Security Trustee in its full right and place therein and thereto.

4. UNDERTAKINGS

The parties hereby agree that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge relevant to the assets referred to in, and the security and other rights and powers created under and pursuant to, the Deed of Charge shall be deemed to be repeated herein mutatis mutandis and shall apply mutatis mutandis to the assets referred to in Clause 3 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. This deed shall be without prejudice to the Deed of Charge which shall remain in full force and effect notwithstanding this deed.

5. PERFECTION OF SECURITY

- 5.1 The Issuer shall forthwith upon the execution of this deed procure that intimation is made to such parties as the Security Trustee may require of the fact that an assignation of the Issuer's interest in the Assigned Rights has been made in favour of the Security Trustee; such intimations to be made in the form set out in Part 2 of the Schedule annexed and executed as relative hereto.
- 5.2 The Issuer shall deposit with the Security Trustee, and the Security Trustee during the continuance of the security created pursuant to this Deed shall be entitled to hold all deeds and documents of title which would otherwise be in the Issuer's custody or control and which relate to the Assigned Assets.

6. RANKING

- 6.1 The security created pursuant to this deed shall rank in point of security in priority to all other security created or subsisting from time to time over all or any part of the Assigned Rights.
- 6.2 The Issuer undertakes that it shall not create, incur, assume or permit to subsist any security on all or any part of the Assigned Rights other than the security hereby constituted.

7. **GOVERNING LAW**

This deed shall be governed by and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF these presents typewritten on this and the preceding 2 pages together with the Schedule in two parts annexed hereto are delivered on 21st September 2018 and executed as follows:

**SUBSCRIBED for and on behalf of
CORNHILL MORTGAGES NO.2
LIMITED as Issuer**

at Glasgow

on 21st September 2018

By ROBERT SCOTT CALLAGHAN
Print Full Name


Authorised Signatory

before this witness

PATRICIA REID
Print Full Name


Witness

Address

50 Waterloo Street

Glasgow

G2 6HQ

**Schedule referred to in the foregoing Assignment in Security by CORNHILL MORTGAGES
NO.2 LIMITED as Issuer in favour of CITICORP TRUSTEE COMPANY LIMITED**

Part 1

Assigned Rights

1. Scottish Declarations of Trusts

Declaration of Trust by The Mortgage Lender Limited in favour of UK Mortgages Corporate
Funding Designated Activity Company dated 7th September 2018, Title Number(s):

- REN1990
- TBC
- TBC
- ROX5959

Declaration of Trust by The Mortgage Lender Limited in favour of UK Mortgages Corporate
Funding Designated Activity Company dated 13th September 2018, Title Number(s):

- REN1037
- TBC

Declaration of Trust by The Mortgage Lender Limited in favour of UK Mortgages Corporate
Funding Designated Activity Company dated 21st September 2018, Title Number(s):

- CU30270
- WLN35324
- REN135032
- ND81619

2. Scottish Trust Transfers

Scottish Trust Transfer by UK Mortgages Corporate Funding Designated Activity Company
in favour of Cornhill Mortgages No.2 Limited dated 7TH September 2018.

Scottish Trust Transfer by UK Mortgages Corporate Funding Designated Activity Company
in favour of Cornhill Mortgages No.2 Limited dated 13th September 2018.

Scottish Trust Transfer by UK Mortgages Corporate Funding Designated Activity Company
in favour of Cornhill Mortgages No.2 Limited dated 21st September 2018.



CORNHILL MORTGAGES NO. 2 LIMITED

Part 2
Form of Intimation

To: The Mortgage Lender Limited

Dated: 21st September 2018

Dear Sirs

We, **CORNHILL MORTGAGES NO.2 LIMITED** (the "Issuer") refer to the Declarations of Trust by The Mortgage Lender Limited in favour of UK Mortgages Corporate Funding Designated Activity Company dated 7th September 2018, 13th September 2018, 21st September 2018, (the "Declaration of Trust").

We give you notice that by an assignment in security dated 21st September 2018 (the "Assignment") granted by us in favour of CITICORP TRUSTEE COMPANY LIMITED (the "Security Trustee"), we have assigned all of our right, title, interest and benefit in and to the Declaration of Trust and the underlying Scottish Trust Property (as defined therein) (the "Assigned Rights").

Notwithstanding the Assignment referred to above, unless the Security Trustee gives you notice otherwise, we may, on behalf of the Security Trustee, exercise all rights in respect of the agreements or other documentation underlying the Assigned Rights.

Pursuant to the Assignment, we may not without the prior written consent of the Security Trustee:

- (a) give any consent or exercise any discretion under or agree to waive any performance of any of the obligations under or amend, vary, or supplement any Assigned Rights in any respect which would have an adverse effect on the rights of the Security Trustee under the Assignment or the security created by the Assignment;
- (b) terminate the Assigned Rights;
- (c) agree or consent to any assignment or transfer by any person of any of its rights or obligations under the Assigned Rights; or
- (d) transfer or otherwise dispose of any of its right, title and interest to or in the Assigned Rights.

Please acknowledge receipt of this letter by signing the enclosed duplicate notice with acknowledgement and returning it to the Security Trustee at Burness Paul LLP, 50 Lothian Road, Edinburgh, EH3 9WJ.

Yours faithfully


for and on behalf of **CORNHILL MORTGAGES NO.2 LIMITED**

Acknowledgement

We, The Mortgage Lender Limited acknowledge receipt of the foregoing Intimation.

Dated: 21st September 2018

A black rectangular box redacting the signature of the representative of The Mortgage Lender Limited.

for and on behalf of The Mortgage Lender Limited