

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

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☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP  
LL MR04

TUESDAY



LD2 \*L5678276\* #55  
03/05/2016  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 3 0 6 0 4 5  
Company name in full NRAM HOMES LIMITED (the "Chargor")

**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

When was the charge created?  
→ Before 06/04/2013 Complete **Part A and Part C**  
→ On or after 06/04/2013 Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 1 0 1 2 2 0 0 7

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\* 2

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Composite Debenture dated 10 December 2007 (as amended on 1  
May 2008) (the "Debenture") and made between, among others, the  
Chargor and The Governor and Company of the Bank of England as  
trustee for the Secured Parties (the "Security Trustee")

**Continuation page**  
Please use a continuation page if  
you need to enter more details

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**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

Please see Schedules 1 and 2 attached to this form MR04

**Continuation page**

Please use a continuation page if you need to enter more details

**Part B**

**Charges created on or after 06/04/2013**

**B1**

**Charge code**

Please give the charge code This can be found on the certificate

Charge code ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

**❶ Charge code**

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

C1

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

C2

### Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name

SLAUGHTER AND MAY

Please give the address of the person delivering this statement

Building name/number

Street

ONE BUNHILL ROW

Post town

LONDON

County/Region

Postcode

E C 1 Y 8 Y Y

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

SOLICITOR FOR THE CHARGOR

C3

### Signature

Please sign the form here

Signature

Signature

X

Slaughter and May

X

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**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 **STEVE DEMPSEY**

Company name **SLAUGHTER AND MAY**

Address **ONE BUNHILL ROW**

Post town **LONDON**

County/Region

Postcode **E C 1 Y 8 Y Y**

Country **UK**

DX

Telephone **020 7090 5376**

**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

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**  
 You have given the charge code

**Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1  
 You have given the details of the person delivering this statement in Section C2  
☐ You have signed the form

**Important information**

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

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

## **SCHEDULE 1**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

Under the Debenture the Chargor

- (1) charges with full title guarantee in favour of the Security Trustee as trustee for the secured parties with the payment and discharge of the Secured Obligations,
  - (a) by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property;
  - (b) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property;
  - (c) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts,
  - (d) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property;
  - (e) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Information Technology,
  - (f) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of the Chargor;
  - (g) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments;
  - (h) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) Shares, all dividends, interest and other monies payable in respect of Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise),
  - (i) by way of first fixed charge all of the Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed

charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture,

- (2) assigns and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the secured parties as security for the payment and discharge of the Secured Obligations all of its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (a) the proceeds of any Insurance Policy and all Related Rights,
- (b) all rights and claims in relation to any Assigned Account, and
- (c) Specific Contracts,

including, without limitation.

- (a) all of its rights to receive payment of any amounts which may become payable to it pursuant to or with respect to such Assigned Contractual Rights;
- (b) all moneys received by it pursuant to or with respect to such Assigned Contractual Rights,
- (c) all its rights to give notices and/or make demands pursuant to such Assigned Contractual Rights and/or to take the steps which are required to cause payments to become due and payable thereunder or with respect to such Assigned Contractual Rights;
- (d) all of its rights of action in respect of any breach of or default in respect of such Assigned Contractual Rights, and
- (e) all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Assigned Contractual Rights,

- (3) without prejudice to the charges and assignments listed in (1) and (2) above and to the extent that no security created thereby is (if the Security Trustee were so to require) capable of registration at the Land Registry of England and Wales or at the Registry of Deeds of Northern Ireland (as the case may be) as a sub-charge, the Chargor, in exercise of the power conferred by section 23(2)(b) of the Land Registration Act 2002, by way of security for the payment or discharge of those Secured Obligations comprising an obligation or liability to pay money charges at law in favour of the Security Trustee all indebtedness secured by each registered charge of which it is registered as proprietor at the Land Registry of England and Wales or at the Registry of Deeds of Northern Ireland (as the case may be); and

- (4) with full title guarantee charges in favour of the Security Trustee as trustee for the secured parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor

The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Trustee as trustee for the secured parties as security for the Secured Obligations

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture

If any third party consent is necessary to enable an asset of the Chargor to be subject to an effective floating charge, that asset shall only become subject to the floating charge upon obtaining such third party consent

#### **Further Assurance**

The Debenture contains covenants for further assurance

#### **Negative Pledge**

Under the terms of the Loan Agreement and Debenture, the Chargor undertakes that it shall not create or permit to subsist any Security over all or any part of the Chargor's Charged Property other than the Security permitted pursuant to the Loan Agreement

#### **No Disposal**

The Debenture and Loan Agreement contain covenants not to dispose of the Charged Property except as permitted pursuant to the Loan Agreement or clause 7 (*Negative Pledge and Disposals*) of the Debenture

See Schedule 2 for definitions

## **SCHEDULE 2**

### **DEFINITIONS**

**"Account"** means any account opened or maintained by the Chargor with the Security Trustee, the Bank or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

**"Assigned Account"** means any Account (and any renewal or redesignation of each such account) which the Security Trustee and the Chargor agree should be an "Assigned Account"

**"Assigned Contractual Rights"** means the right, title, interest and benefit of the Chargor under each Specific Contract to which the Chargor is a party or in respect of which it has the benefit

**"Bank"** means The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH, in the capacity of lender

**"Charged Property"** means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture, including, without limitation, the Specific Contracts, the Assigned Accounts and any Mortgage

**"Company"** means Northern Rock plc, registered in England and Wales with company number 03273685

**"Company Debenture"** means the debenture dated 9 October 2007 made between the Company and the Security Trustee

**"Deed of Charge"** means the deed of charge dated 14th September 2007 between the Bank and the Company

**"Finance Documents"** means collectively the Loan Agreement, the Deed of Charge, the Indemnity and Costs Recovery Deed, the Company Debenture, the Mortgage Portfolio Letter, the Services Deed, the Debenture and any other document or agreement entered into between the Bank and the Company in respect of any of the foregoing or referred to therein or the transactions contemplated thereby and any other document designated as a "Finance Document" by the Bank and the Company and "Finance Document" means any one of them.

**"Group"** means the Company and its Subsidiaries from time to time

**"Indemnity and Costs Recovery Deed"** means the indemnity and costs recovery deed dated 9 October 2007 between, *inter alia*, the Bank and the Company

**"Information Technology"** means the computer hardware, software, networks and/or other information technology and any technological asset of the Chargor

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest



**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered of the Chargor, the benefit of all applications and rights to use such assets and all Related Rights

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**"Loan Agreement"** means the Sterling Loan Facility Agreement originally dated 14 September 2007 made between the Company and the Bank, as amended and restated on 9 October 2007 and amended on 16 November 2007 and 7 December 2007 and as may be further amended, varied, novated or supplemented from time to time

**"Monetary Claims"** means any book and other debts and monetary claims (other than Accounts) owing to the Chargor and any proceeds of such debts and claims (including, without limitation, any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 7 (*Form of Legal Mortgage*) of the Debenture

**"Mortgage Loan"** has the meaning given to it in the Deed of Charge.

**"Mortgage Portfolio"** means all of the Mortgage Loans which are from time to time subject to the Security under the Deed of Charge and the Company Debenture.

**"Mortgage Portfolio Letter"** means the letter agreed by the Bank and the Company, *inter alia*, identifying the Mortgage Portfolio and containing the Company's representations, warranties and undertakings in relation to the Mortgage Portfolio, and including any further letter between the Bank and the Company expressed to be supplemental to the Mortgage Portfolio Letter

**"Real Property"** means

- (a) any freehold, leasehold or immovable property of the Chargor, (including the freehold and leasehold property in England and Wales specified in Schedule 2 of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery of the Chargor, from time to time situated on or forming part of such freehold or leasehold property (except tenant's or trade fixtures where the Real Property is let to a person outside the Group) of any Real Property,

and includes all Related Rights.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

**"Security"** means any mortgage, sub-mortgage, security assignment, standard security, charge, sub-charge, pledge, lien, right of set-off or other security interest or encumbrance securing any obligation of any kind however created and arising and including anything analogous to any of the foregoing under the laws of any jurisdiction and any other agreement or arrangement having a similar effect

**"Services Deed"** means the services deed dated 9 October 2007 between the Bank and the Company

**"Shares"** means all of the shares in any subsidiary of the Chargor held by, to the order or on behalf of the Chargor at any time

**"Specific Contracts"** means any contract which the Security Trustee and the Chargor agree from time to time should be a "Specific Contract"

**"Subsidiary"** means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights