

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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 statement of satisfaction in full
or in part of a mortgage or charge
against a company

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

WEDNESDAY



A07 *A4GKU6R9* 23/09/2015 #559
COMPANIES HOUSE

1 Company details

Company number 0 2 4 3 0 3 0 2
Company name in full NatWest Property Investments Limited

4

→ **Filing 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 2 2 / 0 9 2 0 0 5

A2 Charge number

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

Charge number*

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 Security Interest Agreement relating to units in the 10 Fleet Place
Unit Trust between the Company (1) and The Royal Bank of
Scotland plc (2) (the "Security Trustee") (the "Deed")

Amount Secured

All monies which are from time to time due by the Company to the
Finance Parties, whether incurred actually or contingently and alone
or jointly with any other person (the "Secured Liabilities")
All other terms used in this Form 395 are defined in Annex 1
attached

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

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

① Charge code
This is the unique reference code allocated by the registrar

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A3	Description of instrument (if any)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>Annex 1 - Definitions In this Form 395 the following terms have the meaning given to them in this Annex 1 except where the context otherwise requires</p> <p>Affected Securities means the securities which from time to time comprise the Collateral,</p> <p>Borrower means the Trustees acting in their capacity as trustees of the Unit Trust,</p> <p>Collateral means all of the Company's interest in the 8,511,360 Units in the Unit Trust, and any and all other or further Units of which the Company is or becomes the legal and/or beneficial owner from time to time and all rights and powers therein and arising therefrom including without limitation the Incomes Distributions and all returns of capital deriving from or incidental to such Units,</p> <p>Encumbrance includes any mortgage, charge, pledge, lien, hypothec, security interest, trust arrangement, option or other third party interest whatsoever,</p> <p>Event of Default means any event of circumstance specified as such in Clause 23 (Events of Default) in the Facility Agreement,</p> <p>Facility Agreement means the up to £10,900,000 facility agreement dated on or about the date of the Deed between, among other, the Trustees and the Security Trustee,</p> <p>Finance Documents means the Finance Documents as defined in the Facility Agreement,</p> <p>Finance Parties means the Finance Parties as defined in the Facility Agreement,</p> <p>Guarantee means the guarantee and indemnity set out in Schedule 1 of the Deed,</p> <p>Income Distributions means all distributions, dividends, interest, income and returns on contributions in the nature of the income deriving from Units made to the Company in accordance with the Trust Instrument,</p> <p>Law means the Security Interests (Jersey) Law, 1983,</p> <p>Obligors means each of the Borrower and the Trustees,</p> <p>Register means the register of unit holders kept and maintained in accordance with the Trust Instrument,</p> <p>Trustees means 10 Fleet Place Trustee I Limited (registered in Jersey number 90935) and 10 Fleet Place Trustee II Limited (registered in Jersey number 90936) and their respective successors,</p>

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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	<p>Trust Instrument means the trust instrument dated on or about the date of the Deed by the Trustees governing the Unit Trust, as amended from time to time,</p> <p>Unit has the meaning ascribed thereto in the Trust Instrument, and</p> <p>Unit Trust means The 10 Fleet Place Unit Trust as governed by the Trust Instrument</p>

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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	<p>1 4 agreed that it would immediately after the execution of the Deed join with the Security Trustee in giving notice to the Trustees in the form set out in Schedule 2 in accordance with Article 2(8) of the Law, and</p> <p>1 5 agreed that upon or following the occurrence of an Event of Default which is continuing unremedied and unwaived, if the Agent so requests in writing, procure that the Security Trustee's ownership of the Units hereby assigned is immediately entered in the Register</p> <p>1 6 For the avoidance of doubt, it was confirmed in the Deed that, for the purposes of Article 3 of the Law, the Security Trustee is the secured party (for itself and on behalf of each Finance Party) and the Company is the debtor</p> <p>2 Guarantee</p> <p>2 1 Subject to Clause 2 2 of the Guarantee, the Company irrevocably and unconditionally guaranteed the payment or discharge to the Security Trustee of (and undertook that the Company will on demand pay or discharge to the Security Trustee) all monies which are from time to time due by the Obligors to the Finance Parties under the Finance Documents, whether incurred actually or contingently and alone or jointly with any other person, including all interest, costs, charges and other expenses payable by the Obligors under the Finance Documents</p> <p>2 2 The Security Trustee's recourse under the Guarantee and the Deed is limited to the aggregate proceeds of the Collateral actually received by the Security Trustee as a result of the exercise by the Security Trustee of a power of sale over the Collateral pursuant to the Deed and the liability of the Company under the Guarantee and the Deed is limited to such proceeds</p> <p>3 Further Assurance</p> <p>3 1 The Company agreed that from time to time forthwith upon the written request of the Security Trustee the Company shall promptly sign, execute and deliver to the Security Trustee all further instruments and documents which the Security Trustee may require for the purpose of obtaining the full benefit or intended benefit of the Deed</p> <p>3 2 For the purpose of facilitating the exercise of the powers of the Security Trustee under the Law and pursuant to the Deed, the Company irrevocably appointed the Security Trustee as its attorney (with full power of substitution) to sign, execute, seal, deliver, acknowledge, file, register and perfect any and all assurances, documents, instruments, agreements, transfers, certificates and consents whatsoever and to do any and all such acts and things whatsoever which the Company has capacity to do in relation to any matters dealt with in or the subject of the Deed and which the Security Trustee may deem necessary or advisable in order to give full effect to the purpose of the Deed, including, without limitation any of the matter referred to in Clause 9 (Enforcement by the Security Trustee) of the Deed</p>	

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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

3 3 The Company covenanted with the Security Trustee to ratify and confirm any lawful exercise or purported exercise of the power of attorney constituted in Clause 3 2 of the Deed

4 Covenants

4 1 The Company covenanted and undertook to the Security Trustee, to the intent that the same shall be continuing covenants and undertakings until the Security Trustee's security interest or interest in the Collateral are wholly discharged

4 1 1 except as expressly allowed in any Finance Document and the Deed (including without limitation Clause 6 1), not to attempt to sell, create any Encumbrance over, withdraw, disburse, pay, assign or otherwise dispose of or deal with the Collateral or any interest in the Collateral, and

4 1 2 not to take or permit the taking of any action whereby the rights attaching to any of the Collateral are amended in any material respect

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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

Mark Wood

Please give the address of the person delivering this statement

Building name/number

135 Bishopsgate

Street

Post town

London

County/Region

England

Postcode

EC2M 3UR

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

Person's interest in the charge

Director of Network Property Investments Ltd.

C3

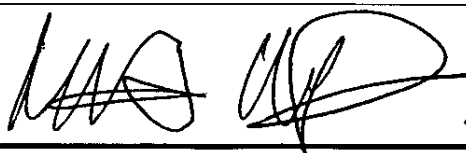
Signature

Please sign the form here

Signature

Signature

X



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 **Zoe Mcdonagh**

Company name **RBS**

CG&S

Address **5th floor**

280 Bishopsgate

Post town **London**

County/Region

Postcode **E C 2 M 4 R B**

Country **England**

DX

Telephone **02076721019**

**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 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