

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
LL MR04



LD2 *L5678Z4J* 03/05/2016 #43
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 3 2 7 3 6 8 5
Company name in full NRAM PLC (previously known as NORTHERN ROCK (ASSET
MANAGEMENT) PLC) (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 1 4 0 6 2 0 1 2

A2 Charge number

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

Charge number* 2 3

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 Deed of charge dated 14 June 2012 (the "Deed") made between,
inter alia, the Chargor and the Governor and Company of the Bank
of England as security for the Security Beneficiaries (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

Continuation page

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

Short particulars

Please see Schedules 1 and 2 attached to this form MR04

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

❶ Charge code

This is the unique reference code allocated by the registrar

Charge code ❶

□ □ □ □ - □ □ □ □ - □ □ □ □

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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 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

SCHEDULE 1
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

As Security for the payment of all the Secured Liabilities, the Chargor has charged to the Security Trustee by way of first fixed security over its present and future assets with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 all of its right and interest in respect of

- (A) all securities and amounts standing to the credit of its Securities Accounts with the Security Trustee, and the entitlement or debts represented by those credits (including any coupon, dividend or interest paid or payable in relation to it and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise), and
- (B) its Securities Account

Pursuant to the negative pledge, the Chargor may not

- (A) create or permit to subsist any Security Interest on any Security Asset, or
- (B) sell, transfer, licence, lease or otherwise dispose of any Security Asset, or
- (C) withdraw any security credited to its Securities Account,

Except as permitted or contemplated under the Deed or the Liquidity Agreement

SCHEDULE 2 DEFINITIONS

Capitalised terms unless expressly defined in this Form MR04 have the same meaning given to them in the Liquidity Agreement

In this Form MR04

"Additional Collateral" means collateral securities provided by a Stepped Collateral Member or a Credit Rating Affected Member pursuant to clause 4 4(a) of the Liquidity Agreement

"Beneficiary" means, in relation to the Chargor if it is a Non-Paying Member or a Non-Paying Liquidity Member, a Member that has made liquidity funds (whether or not equal to its Proportionate Share of the applicable Non-Paying Member Shortfall or Non-Paying Liquidity Member Shortfall) available to the Settlement Service Provider under clause 2 1(b) or clause 2 2(c) of the Liquidity Agreement in connection with the Chargor, and those liquidity funds have been applied under clause 3 2 of the Liquidity Agreement and have not been repaid in full

"Collateral Securities" means, with respect to the Chargor, (i) collateral securities which meet the criteria specified in Schedule 3 of the Liquidity Agreement, and (ii) if those collateral securities are Non-Asset Backed Securities, they are not issued by the Chargor or a member of the Chargor's Group, provided that, in respect of any collateral securities provided as Additional Collateral, **"Collateral Securities"** means, with respect to the Chargor, collateral securities which meet the criteria specified in Schedule 5 of the Liquidity Agreement

"Liquidity Agreement" means the BACS Liquidity Funding and Collateralisation Agreement dated on or about the date of the Deed between (among others) the Chargor and the Security Trustee

"Security Interest" means mortgage, pledge, lien, charge, assignment by way of security, retention of title and any other encumbrance or security interest whatsoever created or arising under relevant law, as well as any other agreement or arrangement having the effect of or performing the economic function of conferring security howsoever created or arising

"Secured Liabilities" means, with respect to the Chargor, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) (together, the **"Liabilities"**) of the Chargor to

- (A) any Beneficiary in relation to the Chargor under (i) clause 5 1(a), 5 1(c), 5 2(a) and/or 5 2 (c) of the Liquidity Agreement, and (ii) under clause 5 1(b) and/or 5 2(b) of the Liquidity Agreement, but excluding (in each case) Liabilities arising from a Beneficiary making liquidity funds available in accordance with clause 2 4 of the Liquidity Agreement, and
- (B) the Security Trustee and/or the Settlement Service Provider under the Deed, the Liquidity Agreement and any other Security Document

"Securities Account" means, with reference to the Collateral Securities transferred by the Chargor to the SSS Accounts, the dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, the Chargor, created by, and maintained in the records of the Security Trustee

"Security Assets" means, with respect to the Chargor, all assets of the Chargor the subject of any security created by the Deed

"Securities Settlement System" means each of CREST, the settlement system of Clearstream Banking, societe anonyme, Luxembourg, Euroclear Bank SA/NV as operator of the Euroclear system (or any successor thereto), The Depository Trust Company and any other securities settlement system as may be specified by the Security Trustee

"Security Beneficiaries" means each Beneficiary, the Settlement Service Provider and, if different, the Security Trustee

"Security Document" means the Deed and any other document designated as such by the Security Trustee and the BACS System Operator

"SSS Account" means the accounts, opened by the Security Trustee for the purposes of the Deed, for the recording of securities balances in the Securities Settlement System