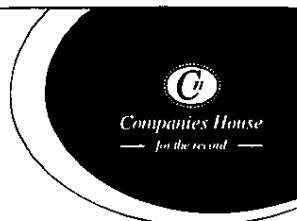


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **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

☐ **What**
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WEDNESDAY



LD2
06/02/2013
COMPANIES HOUSE
LD21NRZ22

For information, please
contact the
Companies House
at 0303 1234 5678
or at companies-house.gov.uk

1 Company details 2 ☐ ☐ ☐ For official use

Company number

Company name in full

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created

Description

Date of registration

**You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'**
**The date of registration may be
confirmed from the certificate**

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name

Address

London

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>Contractual Rights</p> <p>The Company, by way of first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, assigns to the Trustee all its right, title, interest and benefit present and future in, to and under the GIC and Collateral Account Bank Agreement (each as novated pursuant to the Master Deed) including without limitation all rights to receive payment of any amounts which may become payable to the Company thereunder, all payments received by the Company thereunder, all rights to serve notices and/or make demands thereunder and/or take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof to hold the same unto the Trustee absolutely for the Trustee on trust for itself and the Secured Creditors</p> <p>Accounts</p> <p>The Company, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption contained in the Deed of Charge, charges by way of first fixed charge to the Trustee all the Company's right, title, benefit and interest present and future in, to and under the GIC Account and the Collateral Account and all sums of money which may now be or hereafter are from time to time standing to the credit of the GIC Account and the Collateral Account together with all interest accruing from time to time thereon and the debts represented thereby and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same to hold the same unto the Trustee absolutely for the Trustee on trust for itself and the other Secured Creditors</p> <p>See attached continuation page for definitions</p>		
5	Satisfaction of the debt		Please tick one box only
	I confirm that the debt for which the charge described above was given has been paid or satisfied ● <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part		
6	Signature		
	Please sign the form here		
Signature	Signature <div style="display: flex; justify-content: space-between;"> X <i>Norton Rose LLP</i> X </div>		
	This form must be signed by a person with an interest in the registration of the charge		

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Accounts Bank means each bank at which the Bank Accounts are maintained from time to time (in each case being National Westminster Bank plc at the Closing Date) in accordance with clause 8 (Payments/Bank Accounts/Withdrawals) of the Servicing Agreement and clause 6 (The Bank Accounts and the GIC Account) of the Cash Management Agreement and Accounts Banks is a reference to all of them</p> <p>Agent Bank means Citibank, N A , London Branch, of Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, or, if applicable, any successor agent bank which shall become such pursuant to the provisions of the Paying Agency Agreement or such other agent bank in relation thereto as may (with the prior written approval of, and on terms previously approved in writing by, the Trustee) from time to time be appointed as such by the Issuer and (except in the case of the initial Agent Bank) notice of whose appointment has been given to the Noteholders in accordance with Condition 14 (Notice to Noteholders) of the Notes</p> <p>Agents means the Agent Bank, the Principal Paying Agent, the Exchange Agent, the Registrar and any other Paying Agent appointed from time to time, and Agent means any one of the Agents</p> <p>Bank Agreement means the bank agreement dated the Closing Date between the Issuer, the Cash Manager, the Servicer, the Accounts Bank, the Originator and the Trustee</p> <p>Basis Swap Agreement means the 1992 ISDA Master Agreement (Multicurrency – Cross Border) dated the Closing Date between the Issuer and the Basis Swap Counterparty, together with the schedule thereto and confirmations thereunder, as may be amended, restated, novated varied or supplemented from time to time</p> <p>Basis Swap Counterparty means BOIUK and any successor, assignee or replacement, for the time being acting in its capacity as basis swap counterparty pursuant to the Basis Swap Agreement</p> <p>BOIUK means The Governor and Company of the Bank of Ireland (registered number C-1), a chartered corporation incorporated in Ireland with limited liability acting through its U K branch at Bow Bells House, 1 Bread Street, London EC4 9BZ</p> <p>Cash Management Agreement means the cash management agreement set out in Schedule 4 to the Master Securitisation Agreement together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement</p> <p>Cash Manager means BOIUK and any successor or assignee for the time being acting as Cash Manager (including a substitute cash manager) appointed pursuant to clause 18 (Termination of the Appointment of Cash Manager) of the Cash Management Agreement</p> <p>Class A Noteholders means, as the context may require, the Class A1 Noteholders, the Class A2 Noteholders and the Class A3 Noteholders</p> <p>Class A Notes means, as the context may require, the Class A1 Notes, the Class A2 Notes and the Class A3 Notes</p> <p>Collateral Account means an account designated as the Collateral Account in the name of the Issuer held by the Collateral Account Bank with account number 11617818 or such other account or</p>

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>account or accounts as may be so designated as such by the Issuer and the Trustee</p> <p>Collateral Account Bank means Citibank, N A , London Branch, of Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, or such other person appointed from time to time in accordance with the terms of the Collateral Account Bank Agreement</p> <p>Collateral Account Bank Agreement means the collateral account bank agreement dated on or about 18 February 2011 between the Issuer, the Collateral Account Bank, the Cash Manager and the Trustee</p> <p>Common Terms means the provisions set out in Schedule 2 (Common Terms) of the Master Securitisation Agreement</p> <p>Corporate Services Agreement means the corporate services agreement entered into on or before the Closing Date between the Corporate Services Provider and the Issuer and shall include any additional corporate services agreement entered into by such parties from time to time in accordance with the Transaction Documents</p> <p>Corporate Services Provider means Capita Trust Corporate Limited (registered number 5322525) whose principal office is at 7th Floor, Phoenix House, 18 King William Street, London EC4N 7HE and any successor or assignee or such other person or persons for the time being acting as Corporate Services Provider pursuant the relevant Corporate Services Agreement</p> <p>Deed in respect of Future Purchase means the deed of accession to the Collection Accounts Declaration of Trust dated the Closing Date and entered into by the Issuer</p> <p>Deed of Charge means the deed of charge and assignment dated the Closing Date between, among others, the Issuer and the Trustee and the schedules to such deed and each Supplemental Deed of Charge entered into in connection therewith</p> <p>Delegate Servicer means any person appointed by the Trustee to be a delegate servicer pursuant to clause 21 (Appointment of a Delegate Servicer) of the Servicing Agreement</p> <p>Exchange Agent means Citibank, N A , London Branch acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB or any other exchange agent appointed from time to time by the Issuer in accordance with the Paying Agency Agreement</p> <p>GIC means the guaranteed investment contract set out in Schedule 5 (GIC Agreement) to the Master Securitisation Agreement (as amended, restated and novated on or about 18 February 2011) together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement</p> <p>GIC Account means an account set up with the GIC Provider under the GIC, account number 11617796, (Swift CITIGB2L) or such other account as may be designated as such by the Issuer and the Trustee</p> <p>GIC Provider means Citibank, N A , London Branch, of Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB or such other entity as appointed from time to time in</p>	

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Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>accordance with the GIC</p> <p>Interest Rate Swap Agreement means the 1992 ISDA Master Agreement (Multicurrency – Cross Border) dated the Closing Date between the Issuer and the Interest Rate Swap Counterparty, together with the schedule thereto and confirmations thereunder, as may be amended, restated, novated varied or supplemented from time to time</p> <p>Interest Rate Swap Counterparty means BOIUK and any successor, assignee or replacement, for the time being acting in its capacity as interest rate swap counterparty pursuant to the Interest Rate Swap Agreement</p> <p>Manager means BOI</p> <p>Master Securitisation Agreement means the master securitisation agreement dated the Closing Date between the Issuer, the Originator, the Servicer, the Cash Manager, the Parent, the Accounts Bank, the Collection Accounts Bank, the GIC Provider, the Trustee, the Principal Paying Agent, the Agent Bank, the Custodian and the Registrar, the schedules to which contain the Incorporated MSA Agreements, as amended and restated on or about 18 February 2011</p> <p>Mortgage Sale Agreement means the mortgage sale agreement dated the Closing Date between the Originator, the Issuer and the Trustee</p> <p>Notes means the Class A Notes or any of them, as the case may be</p> <p>Noteholders means the Class A Noteholders or any of them, as the case may be</p> <p>Originator means BOIUK</p> <p>Paying Agency Agreement means the paying agency agreement set out in Schedule 6 (Paying Agency Agreement) to the Master Securitisation Agreement together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement, appointing the Principal Paying Agent, the Agent Bank and the Registrar in relation to the Notes and includes any other agreement for the time being in force appointing further or other Agents in relation to the Notes, or in connection with their respective duties, the terms of which have been previously approved in writing by the Trustee, together with any agreement for the time being in force amending or modifying, with the prior written approval of the Trustee, any of the aforesaid agreements</p> <p>Principal Paying Agent means Citibank N A , London Branch and/or such other or further paying agents in respect of the Notes as may from time to time be appointed by the Issuer (with the prior approval of, and on terms previously approved by, the Trustee in writing) in each case</p> <p>(a) at their respective offices specified pursuant to the Paying Agency Agreement and/or at such substitute offices (being within the same city as those for which they are substituted) or further offices as may from time to time be nominated by the Issuer, and</p> <p>(b) (except in the case of the initial appointments and specified offices made under and specified in the Paying Agency Agreement) notice of whose appointment or nomination has been given to the Noteholders in accordance with Condition 14 (Notice to Noteholders)</p>	

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Receiver means a receiver appointed under the Deed of Charge or pursuant to statutory powers, and includes more than one such receiver and any substituted receiver</p> <p>Registrar means Citibank, N A , London Branch acting through its office at Citigroup Centre, 21st Floor, Canada Square, Canary Wharf, London E14 5LB or such other registrar in respect of the Notes for the time being as may have been appointed as such by the Issuer with the prior written approval of, and on terms previously approved by, the Trustee in writing and (except in the case of the initial Registrar) notice of whose appointment has been given to the Noteholders in accordance with Condition 14 (Notice to Noteholders)</p> <p>Second Subordinated Loan Agreement means the subordinated loan agreement dated the Amendment Date between the Originator, the Issuer, the Cash Manager and the Trustee</p> <p>Secured Creditors means the Noteholders, the Trustee (in its capacity as a creditor secured by the Deed of Charge), each Receiver (in its capacity as a creditor secured by the Deed of Charge), the Originator, the Servicer, the Cash Manager, the Corporate Services Provider, the GIC Provider, the Principal Paying Agent, the Exchange Agent, the Agent Bank, the Registrar, the Accounts Bank, the Basis Swap Counterparty, the Interest Rate Swap Counterparty and any other person who is expressed in any deed supplemental to the Deed of Charge to be a Secured Creditor</p> <p>Servicer means BOIUK and any successor or assignee and, as the context may require, any Delegate Servicer, for the time being acting as mortgage administrator pursuant to the Servicing Agreement</p> <p>Servicing Agreement means the servicing agreement set out in Schedule 3 (Servicing Agreement) to the Master Securitisation Agreement together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement</p> <p>Subordinated Loan Agreement means the subordinated loan agreement dated the Closing Date between the Originator, the Issuer and the Trustee</p> <p>Subscription Agreement means the subscription agreement dated 4 June 2008 in respect of the Notes between the Issuer and the Manager</p> <p>Supplemental Deed of Charge means a deed of charge supplemental to the Deed of Charge</p> <p>Transaction Documents means the Trust Deed, the Deed of Charge, the Paying Agency Agreement, the Servicing Agreement, the Cash Management Agreement, the Mortgage Sale Agreement, the Subordinated Loan Agreement, the Accession Deed to the Collection Accounts Declaration of Trust, the Interest Rate Swap Agreement, the Basis Swap Agreement, the Corporate Services Agreement, the Second Subordinated Loan Agreement, the Common Terms, the GIC, the Collateral Account Bank Agreement, the Master Definitions Schedule, the Master Securitisation Agreement, the Subscription Agreement, the Post Enforcement Call Option Agreement and the Bank Agreement, and each a Transaction Document</p> <p>Trust Deed means the Trust Deed dated the Closing Date between the Issuer and the Trustee</p>	

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Statement of satisfaction in full or in part of mortgage or charge



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	Celine Zeng
Company name	Norton Rose LLP
Address	3 More London Riverside
Post town	London
Country/Region	
Postcode	S E 1 2 A Q
Country	United Kingdom
DX	DX85 London
Telephone	020 7283 6000



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
- ☒ You have completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ 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

