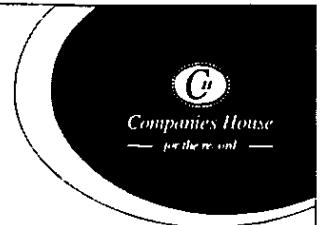


MG02

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



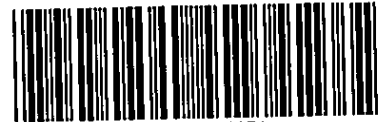
☒ **What this form is for**

You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NO**

You cannot use this form
for a statement of satisfaction
in part of a fixed charge
company registered in Scotland
do this, please use form

WEDNESDAY



LD3 *LKFWNMNC* 18/08/2010 395
COMPANIES HOUSE

1 Company details

Company number 06493077

Company name in full Residential Mortgage Securities 24 Limited

for official use

Filling 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 24 11 2009

Description 1 A Supplemental Trust Deed dated 24 November 2009 supplemental
to a Principal Trust Deed dated 24 November 2009 ("Trust Deed")

Date of registration 2 2 2009

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 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 Investec Bank PLC

Address 2 Gresham Street

London

Postcode EC2V 7QP

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

MG02

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

Continuation page

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

Short particulars

Schedule 1 - Short particulars of all property mortgaged or charged

By way of Clause 4 (Security) of the Supplemental Trust Deed and Clause 10 (Security) of the Principal Trust Deed, the Charging Company has with full title guarantee and as continuing security for the Secured Obligations, in favour of the Trustee

(a) charged by way of first fixed charge the Underlying Assets,

(b) assigned by way of security all the Charging Company's rights attaching to or relating to the Underlying Assets and all sums derived therefrom including without limitation any right to delivery thereof or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary,

(c) assigned by way of security to the Trustee (for itself and as trustee for the Secured Creditors other than the Custodian as described in the Custody Agreement) all its rights and benefits under the Custody Agreement including the Charging Company's rights in respect of all sums standing to the credit of the Euroclear (Cash) Account and/or Euroclear Account and all other Retained Monies and including any interest accrued or accruing thereon in each case in respect of such rights and benefits insofar as the same relate to the Underlying Assets,

(d) assigned by way of security the Charged Company's rights, title and interest under the Sale Agreement, the Note Purchase Agreement and the Agency Agreement, to the extent that they relate to the Notes, and

(e) assigned by way of security to the Trustee (for itself and as trustee for the Secured Creditors other than the Agents except for the Custodian) all its rights and benefits under the Agency Agreement in respect of the Notes including the Charging Company's rights in respect of all sums held from time to time by the Principal Paying Agent for the account of the Charging Company in respect of the Notes and Coupons



5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only


6

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

MG02s - continuation page

Statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>The security created by this clause shall be in priority to all other Encumbrances over the assets of the Charging Company whatsoever, whether fixed or floating</p> <p>By way of clause 4 3 of the Supplemental Trust Deed, the security created by Clause 4 1 of the Supplemental Trust Deed shall affect, and the Underlying Assets shall include, all dividends, distributions and interest paid or payable on the Underlying Assets or such securities, whether capital or income, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution for, any of the Underlying Assets or such securities, and the proceeds of sale, repayment and redemption and any payment or receipt of, on or in respect of, any of the Underlying Assets or such securities</p> <p>Negative Pledge</p> <p>By way of Clause 17(o) (Covenants by the Charging Company) (paragraphs (iv), (v) and (vi) of the Principal Trust Deed the Charging Company covenanted that save to the extent permitted by the Transaction Documents or with the prior written consent of the Trustee and any Counterparty, the Charging Company shall not</p> <p>(a) incur or permit to subsist any other indebtedness for borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness other than issuing Notes or, creating or incurring other Notes and/or Obligations pursuant to this Principal Trust Deed (other than the Subordinated Notes, the terms of which are set out in the relevant Supplemental Trust Deed), provided that the Trustee is satisfied that such Notes and/or other Obligations are</p> <p>(A) secured on assets of the Charging Company other than</p> <p>(1) the assets securing any other Series of Notes or other Obligations (save in the case of a Fungible Tranche of such Notes forming a single Series with the Tranche of Notes already issued, subject to Condition 1(c) (Fungible Tranches of Notes comprising a Series)) issued under this Principal Trust Deed and as provided herein,</p> <p>(2) any other assets of the Charging Company on which any other Obligations of the Charging Company are secured, and</p> <p>(3) the Charging Company's share capital and any local bank accounts established for the administration of the Charging Company,</p> <p>(B) issued on terms in substantially the form contained in the Conditions which provide for the extinguishment of all claims in respect of such further Notes and/or Obligations after application of the proceeds of sale or redemption of the assets on which such Notes and/or Obligations are secured, and</p> <p>(C) in the case of a further Tranche of Notes forming a single Series with any Tranche of Notes previously issued, secured pari passu on the Underlying Assets and Charged Assets for such previously issued Tranche and such further assets of the Charging Company upon which such further Tranche of Notes and such previously issued Tranche are secured, subject to Condition 14 (e) (Prioritised Tranches),</p>

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Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>(b) sell or otherwise dispose of the Underlying Assets and Charged Assets or any interest therein or agree or purport to do so,</p> <p>(c) create or permit to exist upon or affect any of the Underlying Assets or Charged Assets relating to any security interest whatsoever other than as contemplated by the Security Documents</p> <p>Schedule 2</p> <p>Definitions</p> <p>"Administration Agreement" means the agreement appointing a person as administrator or corporate services provider in relation to the Charging Company and any other agreement for the time being in force, appointing any further or other Administrator the terms of which have been previously approved in writing by the Trustee</p> <p>"Administrator" means the institution appointed in the Administration Agreement relating to the Charging Company in relation thereto or such other person as may, from time to time, be appointed in relation to any Series of Notes</p> <p>"Agency Agreement" means the agency agreement dated 24 November 2009 (as amended and restated from time to time) appointing, inter alios, the Issue Agent, the Principal Paying Agent, the Paying Agents, the Registrar, the Calculation Agent and the Determination Agent in relation to the Notes of any Series and any other agreement for the time being in force appointing any further or other principal paying agent, paying agents, registrars, calculation agent or determination agent in relation to the Notes of any Series, or in connection with their duties, the terms of which have been previously approved in writing by the Trustee, together with any other 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>"Agent" means, in relation to any Series, any of the Principal Paying Agent, the Determination Agent, the Registrar, the Transfer Agent, the Paying Agents, the Custodian, the Calculation Agent and the Issue Agent in respect of such Series</p> <p>"Applicable Transaction Terms" means, in relation to the Notes of any Tranche and/or Series, the Pricing Supplement relating to such Notes or, if such Notes are to be listed on the Irish Stock Exchange, the Drawdown Prospectus relating to such Notes</p> <p>"Assets" means property, assets, revenue and Rights wherever situated</p> <p>"Bearer Notes" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Calculation Agent" means, in relation to any Series, the Initial Calculation Agent or the person appointed as calculation agent for the purposes of such Notes and named as such in the Applicable Transaction Terms or any successor or substitute calculation agent appointed pursuant to the provisions of the Agency Agreement notice of whose appointment has been given to the relevant parties pursuant to Clause 17 1(j) of the Principal Trust Deed and Condition 15 (Notices)</p>

MG02s - continuation page

Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Charged Assets" means the Assets from time to time subject, or expressed to be subject, to the Security or any part of those Assets, including without limitation the Underlying Assets</p> <p>"Conditions" means the terms and conditions of the Notes comprised by the Terms and Conditions such terms contained in the second schedule to the Principal Trust Deed, as supplemented and amended by the terms and conditions contained in schedule 1 (Terms and Conditions of the Notes) to the Supplemental Trust Deed and "Condition" shall refer to any of them</p> <p>"Coupon" or "Coupons" means the bearer interest coupons relating to the Notes (other than Notes which bear no interest) in definitive form substantially in the form set out in the Schedule 6 (Form of Definitive Note) to the Principal Trust Deed or, as the context may require, a specific number thereof</p> <p>"Couponholders" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Counterparty" has, in relation to any Series, the meaning given to it in Condition 4(a) (Related Agreements)</p> <p>"Custodian" means Investec Bank plc</p> <p>"Custody Agreement" means the custody agreement dated 24 November 2009 (as amended and restated from time to time) appointing the Initial Custodian and the Charging Company and the Trustee</p> <p>"Dealers" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Definitive Note" means a Bearer Note in definitive form in substantially the form set out in the Schedule 6 (Form of Definitive Note) to the Principal Trust Deed or in such other form as may be set out in the relevant Supplemental Trust Deed</p> <p>"Determination Agent" means Investec Bank plc</p> <p>"Drawdown Prospectus" means a document which will be prepared in respect of each Tranche or Series of Notes to be listed on the Irish Stock Exchange or as otherwise required</p> <p>"Encumbrance" means any mortgage, pledge, lien, hypothecation, security interest or other arrangement having similar effect</p> <p>"Euroclear" means Euroclear Bank S A /N V</p> <p>"Euroclear Account" means the fungible securities account (including all sub accounts) No 23204 of the Custodian with Euroclear</p>

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Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Euroclear (Cash) Account" means the cash account (including all sub accounts) No 23204 of the Custodian with Euroclear</p> <p>"Euroclear Charging Company" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Fungible Tranches" means, Tranches of Notes of the same Series which have one or more issue dates but are on terms otherwise identical (other than in respect of the first payment of interest thereon and the date of issue and issue price thereof) and which are intended to be interchangeable with all other Notes of that Series (or, in the case of a Series of Notes comprising Prioritised Tranches, all other Notes of the same Prioritised Tranche)</p> <p>"Global Note" means a Temporary Global Note, a Permanent Global Note or a Registered Global Note</p> <p>"Initial Calculation Agent" means Investec Bank plc</p> <p>"Initial Custodian" means Investec Bank plc</p> <p>"Initial Dealers" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Issue Agent" means Investec Bank plc</p> <p>"Issue Date" means, in respect of any Note or other Obligation, the date of the issue and purchase of such Note pursuant to Clause 2 (Agreement to the Issue and Purchase Notes and Stabilisation) of the Programme Dealer Agreement or any other relevant agreement between the Charging Company and the relevant dealer(s) and means, in the case of any Note in the form of a Permanent Global Note or Definitive Note, the same date as the date of issue of the Temporary Global Note which initially represented such Note or, in respect of any other Obligation, the date agreed between the Charging Company and the Obligor(s)</p> <p>"Lead Manager" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Master Schedule of Definitions, Interpretation and Construction Clauses" means the master schedule of definitions dated 24 November 2009 and entered into between the Charging Company, Principal Paying Agent, Trustee and Arranger</p> <p>"Noteholders" means the persons who are for the time being holders of Notes of each Series (being the bearers of Bearer Notes or, in the case of Registered Notes, the persons in whose name(s) such Notes are registered in the Register) and the word "Noteholder" shall be construed accordingly</p>

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Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Notes" means the Notes in registered note certificate form comprising the Class A Notes (the "Class A Notes"), the Class B Notes (the "Class B Notes"), the Class C Notes (the "Class C Notes") and the Class D Notes (the "Class D Notes") hereby constituted or the nominal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Notes issued pursuant to their terms and, where applicable, any global note issued in respect thereof</p> <p>"Note Purchase Agreement" means the agreement dated 24 November 2009 and made between the Charging Company and Investec Bank plc in its capacity as purchaser</p> <p>"Obligations" means any obligation(s) created or incurred by the Charging Company in the form of loans, options, derivative transactions or a combination of any of the foregoing denominated in any currency and includes, where the context so requires, any Notes</p> <p>"Obligee(s)" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Paying Agent" means Investec Bank plc</p> <p>"Permanent Global Note" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Pricing Supplement" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Principal Paying Agent" means Investec Bank plc, or with the prior written approval of the Trustee, in relation to any Series, the person appointed as Principal Paying Agent on the terms of the Agency Agreement and named as such in the Applicable Transaction Terms and which is a party to the Agency Agreement (either as an original party or by accession) and any successor or substitute principal paying agent appointed pursuant to the provisions of the Agency Agreement notice of whose appointment or, as the case may be, nomination has been given to the relevant Noteholders pursuant to Clause 17 1(j) of the Principal Trust Deed and Condition 15 (Notices)</p> <p>"Principal Trust Deed" means the principal trust in relation to the €25,000,000,000 in respect of Residential Mortgage Securities 24 Limited RMS Multi Charging Company Asset-Backed Medium Note Programme dated 24 November 2009 between the Charging Company and Investec Bank plc as Trustee</p> <p>"Prioritised Tranches" means one or more Tranches of Notes of the same Series which are issued on the same Issue Date, which provide that the claims of the holders of such Tranche of Notes (and, to the extent applicable, Couponholders and Receiptholders) rank prior (subject to the approval from existing holders of Notes of the same Series), or are subordinated, to the claims of the holders (and to the extent applicable, Couponholders and Receiptholders relating thereto) of another Tranche or Tranches of Notes of the same Series prior to and/or following enforcement of the security over the Charged Property pursuant to the Trust Deed and which may be issued on terms which are otherwise the same as or vary from the terms of other Tranches of Notes of the same Series</p>

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Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Programme Dealer Agreement" means the programme dealer agreement dated 24 November 2009 (as amended and restated from time to time) between the Charging Company and the Initial Dealers and the other Dealers named therein in relation to the Notes of each Series, together with any other agreement for the time being in force amending or modifying the aforesaid agreement with the prior written approval of the Trustee</p> <p>"Receptholders" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Registered Global Note" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Registered Notes" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Register" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Registrar" means Investec Bank plc</p> <p>"Registrar" means Investec Bank plc or, in relation to any Series of Registered Notes, the person appointed as registrar on the terms of the Agency Agreement and named as such in the Applicable Transaction Terms or any successor registrar in relation to the Agency Agreement appointed pursuant to the provisions thereof, notice of whose appointment or, as the case may be nomination has been given to the relevant Noteholders pursuant to Clause 17 1(j) of the Principal Trust Deed and Condition 15 (Notices)</p> <p>"Related Agreements" means, in relation to a particular Series or other Obligations, any Swap Agreement, swap transaction or other hedging agreement or option agreements or other arrangements or any letters of credit, guarantees, collateral agreements or other credit support or credit enhancement documents or other financial arrangement agreements or any investment agreement and "Related Agreement" shall mean any one such document</p> <p>"Retained Monies" means any monies received by the Custodian or by any person for the Custodian's account in respect of the Underlying Assets (together with any interest accrued or accruing thereon) which had been retained by or on behalf of the Custodian in accordance with the provisions of Clause 4 4 of the Supplemental Trust Deed</p> <p>"Rights" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Sale Agreement" means the sale agreement dated 24 November 2009 pursuant to which the Charging Company has purchased the Underlying Assets</p> <p>"Secured Creditors" means any party to whom the monies may now or in the future be applied in accordance with Clause 11 (Application) of the Supplemental Trust Deed</p>

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Statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Security Documents" means, in relation to any Series, the Supplemental Trust Deed and any Supplemental Security Document</p> <p>"Series" means</p> <p>(a) each issue of Notes which is specified as a numbered Series and which may be divided into one or more Tranches and shall include Prioritised Tranches and/or further Tranches of such Series (issued after the original Issue Date thereof) which are Fungible Tranches and shall, if in bearer form, be deemed to include the Global Notes and Definitive Notes of such Series, the expressions "Notes of the relevant Series" and "Series of Notes" and "Noteholders of the relevant Series" and related expressions shall where the context admits, be deemed to include Tranches of Notes of that Series, and</p> <p>(b) each creation or incurrence of other Obligations which is specified as a numbered Series</p> <p>"Sub Custodian" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Sub Custodian Agreement" means each agreement appointing an initial Sub Custodian in a particular jurisdiction in relation to the Notes of a particular Series pursuant to the Custody Agreement, together with any other agreement for the time being in force amending or modifying the aforesaid agreement</p> <p>"Supplemental Security Document" means, in relation to any Series of Notes any further security document required by the Trustee supplementing the security constituted or contemplated by the relevant Supplemental Trust Deed which creates Encumbrances over any Underlying Assets</p> <p>"Supplemental Trust Deed" means the supplemental trust in relation to Series 2009-1 €50,000,000,000 Class A Notes due September 2045, €75,300,000 Class B Notes due September 2045, €4,700,000 Class C Notes due September 2045 and €1,000,000 Class D Notes due September 2045 issued pursuant to the RMS Multi Charging Company Asset Backed Medium Term Note Programme dated 24 November 2009 between the Charging Company, the Custodian, the Paying Agent and the Trustee</p> <p>"Syndication Agreement" means an agreement (by whatever name called) in or substantially in the form set out in Appendix E to the Programme Dealer Agreement or such other form as may be agreed between the Charging Company and the relevant Lead Manager</p> <p>"Temporary Global Note" has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses</p> <p>"Tranche" means, in relation to a Series, those Notes of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest (if any) is identical, and includes, where the context so admits, a Fungible Tranche, a Prioritised Tranche or any other Tranche of Notes specified in the Conditions or the Pricing Supplement or any of them</p>

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Statement of satisfaction in full or in part of a fixed charge for a
company registered in Scotland

4	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Transaction Documents" means the Programme Dealer Agreement, the Principal Trust Deed, the Agency Agreement, the Administration Agreement, the Custody Agreement, the Applicable Transaction Terms, the Supplemental Trust Deed, any Supplemental Security Document, any Sub-Custodian Agreement, any Syndication Agreement and any Related Agreement</p> <p>"Transfer Agent" means Investec Bank plc</p> <p>"Trustee" means Investec Bank plc</p> <p>"Underlying Assets" means EUR 146,580,711 42 principal amount of the EUR 626,300,000 Class A1a Notes due September 2045 issued by Eurosail UK 2007-5NP PLC (ISIN XS0328024608) and all rights attaching to or deriving therefrom</p>

MG02

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 **Virginia Duncan**

Company name **Capita Trust Company Limited**

Address **7th Floor, Phoenix House**

18 King William Street

Post town **London**

County/Region

Postcode **E C 4 N 7 H E**

Country **UK**

DX

Telephone **0207 800 4118**



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