

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 or
charge against an LLP. Use form
LL MR04.

WEDNESDAY



LD3 *L851MK77* 08/05/2019 #113
COMPANIES HOUSE

1 Company details

Company number 0 5 6 7 3 0 7 5
Company name in full GRACECHURCH GMF FUNDING 1 LIMITED

→ **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 9 1 1 2 0 0 6

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 An Issuer Security Trust Deed dated 9 November 2006 made
between, inter alios, (1) the Company and (2) The Bank of New
York

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

See attached Schedule 2 of the Issuer Security Trust Deed created on 9 November 2006.

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 ^①

				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

① 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

CLIFFORD CHANCE LLP

Please give the address of the person delivering this statement

Building name/number

10

Street

Upper Bank Street

Post town

Canary Wharf

County/Region

London

Postcode

E 1 4 5 J J

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

Person's interest in
the charge

Third party on behalf of the Chargor

C3**Signature**

Please sign the form here.

Signature

Signature

X *Clifford Chance LLP* 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 Omid Hakimazari

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country England

DX

Telephone 020 7006 1608



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

Schedules to Form 395 relating to a Funding Security Trust Deed dated 9 November 2006

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. Trust Property

Funding, by way of first fixed charge for the payment or discharge of the Funding Secured Obligations, subject to Clause 3 (*Release of Funding Secured property*) of the Funding Security Trust Deed, has charged and assigned by way of security to the Funding Security Trustee, all of its right, title, benefit and interest, present and future, in, to and under the Funding Share of the Trust Property (including, without limitation, all Scottish Trust Property, present and future, comprised therein) including all rights to receive payment of any amounts which may become payable to Funding thereunder and all payments received by Funding thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to 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 relief in respect thereof and the proceeds of any of the foregoing, and all of its right, title, benefit and interest, present and future, in, to and under the trusts declared and created pursuant to the Mortgages Trust Deed, TO HOLD the same unto the Funding Security Trustee absolutely.

2. Contractual rights

Funding, by way of first fixed security for the payment or discharge of the Funding Secured Obligations, subject to Clause 3 (*Release of Funding Secured Property*) of the Funding Security Trust Deed, has assigned to the Funding Security Trustee, all of its right, title, benefit and interest, present and future, in, to and under:

- (a) the Mortgages Trust Deed;
- (b) the Mortgage Sale Agreement;
- (c) the Administration Agreement;
- (d) the Funding Corporate Services Agreement;
- (e) the Holdings Corporate Services Agreement;
- (f) the PECO Corporate Services Agreement;
- (g) the Funding Account Bank Agreement;
- (h) the Funding Cash Management Agreement;
- (i) the Basis Rate Swap Agreement; and

- (j) each other Transaction Document (other than this Funding Security Trust Deed) entered into or to be entered into by Funding pursuant to or in connection with any of the documents set out in paragraphs (a) through (i) above (including any agreement entered into by Funding as a replacement of any of the above agreements upon the termination of such agreement),

including, without limitation, Funding's rights against the Mortgages Trustee under the Mortgages Trust Deed, all rights to receive payment of any amounts which may become payable to Funding thereunder and all payments received by Funding thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to 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 relief in respect thereof and the proceeds of any of the foregoing, TO HOLD the same unto the Funding Security Trustee absolutely.

3. Funding Accounts

Funding, by way of first fixed security for the payment or discharge of the Funding Secured Obligations, subject to Clause 3 (*Release of Funding Secured Property*) of the Funding Security Trust Deed, has charged in favour of the Funding Security Trustee all of its rights, title, benefit and interest, present and future, in:

- (a) the Funding GIC Account and the Yield Supplement GIC Account (including, without limitation, all monies at any time constituting the whole or any part of the Common Funding Reserve Fund and/or, if established, the Segregated Funding Reserve Fund); and/or
- (b) the Funding Transaction Account; and/or
- (c) any Basis Rate Swap Collateral Account; and/or
- (d) (save to the extent that the same are at such time subject to the Security Interests created under or pursuant to any Deed of Accession) each other account (if any) in which Funding may at any time have or acquire any right, title, benefit or interest,

and to all monies now or at any time hereafter standing to the credit thereof and the debts represented by them together with all rights and claims relating or attached thereto including, without limitation, the right to interest and the proceeds of any of the foregoing, TO HOLD the same unto the Funding Security Trustee absolutely.

4. Authorised Investments

Funding, by way of first fixed charge for the payment or discharge of the Funding Secured Obligations, subject to Clause 3 (*Release of Funding Secured Property*) of the Funding Security Trust Deed, has charged to the Funding Security Trustee all of its right, title, benefit and interest, present and future in, to and under any Authorised

Investment purchased using monies standing to the credit of (save to the extent that the same are at such time subject to the Security Interests created under or pursuant to any Deed of Accession) any Funding Account for the time being owned by it and all rights in respect of or ancillary to such Authorised Investments, including the right to any and all income and/or other distributions or payments from time to time in relation thereto and the proceeds of any of the foregoing, TO HOLD the same unto the Funding Security Trustee absolutely.

5. Floating Charge

- (a) Funding, by way of first floating security for the payment or discharge of the Funding Secured Obligations, subject to Clause 3 (*Release of Funding Secured Property*) of the Funding Security Trust Deed, has charged by way of first floating charge in favour of the Funding Security Trustee the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future other than any property or assets from time to time or for the time being effectively the subject of a fixed charge or effectively assigned by way of security pursuant to any of the foregoing provisions of Clause 2 (*Funding Security*) of the Funding Security Trust Deed and/or any Deed of Accession (but excepting from the foregoing exclusion the undertaking, property, assets and rights of Funding situated in or governed by the law of Scotland, all of which are charged by the floating charge hereby created).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 5 (*Floating Charge*) of the Funding Security Trust Deed.

6. Title Guarantee

Each of the dispositions of or charges over property effected in or pursuant to the Funding Security Trust Deed is made with full title guarantee (or, in relation to any rights or assets situated in or governed by the law of Scotland, with absolute warrandice or in relation to any rights or assets situated in or governed by the laws of Northern Ireland, as beneficial owner).

7. Further Assurance

The Deed contains covenants for further assurance.

8. Negative Pledge

The Deed contains a negative pledge.