In accordance with Section 859L of the Companies Act 2006.

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**
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 LL MR04.

SATURDAY

A7ANWH77
A33 21/07/2018 #163
COMPANIES HOUSE

1 Company details

Company number	5 9 5 3 8 1 1
Company name in full	HOLMES MASTER ISSUER PLC

→ **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: 2 8 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

Deed of charge dated 28th November 2006 (the "Master Issuer Deed of Charge")

For further details, please see the attached Schedule 1.

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

SCHEDULE 1

Deed of charge dated 28th November 2006 (the **"Master Issuer Deed of Charge"**) between (1) Holmes Master Issuer plc (the **"Master Issuer"**), (2) The Bank of New York, London Branch (the **"Master Issuer Security Trustee"**), (3) The Bank of New York, London Branch (the **"Note Trustee"**), (4) The Bank of New York, London Branch (the **"Agent Bank"**), (5) The Bank of New York, London Branch (the **"Principal Paying Agent"**), (6) Abbey National plc (the **"Master Issuer Cash Manager"**), (7) Abbey National plc (the **"Master Issuer Sterling Account Bank"**), (8) Citibank, N.A., London Branch (the **"Master Issuer Non-Sterling Account Bank"**), (9) The Bank of New York, New York Branch (the **"US Paying Agent"**), (10) The Bank of New York (Luxembourg) S.A. (the **"Registrar"**), (11) The Bank of New York (Luxembourg) S.A., (the **"Transfer Agent"**), (12) Deutsche Bank AG, London Branch (a **"Master Issuer Swap Provider"**), (13) Barclays Bank PLC (a **"Master Issuer Swap Provider"**) and (14) Wilmington Trust SP Services (London) Limited (the **"Master Issuer Corporate Services Provider"**).

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 attached Schedule 3.	

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** This is the unique reference code allocated by the registrar.
Charge code ●	- -	

SCHEDULE 3

With full title guarantee in favour of the Master Issuer Security Trustee:

(A) Contracts

The Master Issuer has assigned by way of first fixed security (or, to the extent not assignable, charges by way of a first fixed charge) all of its rights in respect of the Master Issuer Transaction Documents (without prejudice to, in respect of any Master Issuer Swap Agreement, any contractual netting provision contained in such agreement and after giving effect to any such netting provision).

(B) Master Issuer Transaction Accounts

The Master Issuer has charged by way of a first fixed charge all of its rights in respect of:

(i) any amount standing from time to time to the credit of the Master Issuer Transaction Accounts, any Additional Master Issuer Account and any Master Issuer Swap Collateral Account;

(ii) all interest paid or payable in relation to those amounts; and

(iii) all debts represented by those amounts.

(C) Authorised Investments

The Master Issuer has charged by way of a first fixed charge all of its rights in respect of:

(i) the Authorised Investments permitted, pursuant to the Master Issuer Cash Management Agreement, to be made or purchased from time to time by or on behalf of the Master Issuer (whether owned by it or held by any nominee on its behalf) using moneys standing to the credit of the Master Issuer Accounts; and

(ii) all interest, moneys and proceeds paid or payable in relation to those Authorised Investments.

(D) Miscellaneous

The Master Issuer has charged by way of a first fixed charge all of its rights in respect of:

(i) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Master Issuer Charged Property; and

(ii) any compensation which may be payable to it in respect of those authorisations.

(E) Floating Charge

(i) The Master Issuer has charged by way of a first floating charge all of its undertaking and all of its property and assets (including, without limitation, its uncalled capital) other than any property or assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under Clause 3 of the Master Issuer Deed of Charge (but excepting from the foregoing exclusion all of the Master Issuer's undertaking, property and assets situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge hereby created).

(ii) Except as provided below, the Master Issuer Security Trustee may, by notice to the Master Issuer, (and so far as permitted by applicable law), convert the floating charge created under Clause 3 of the Master Issuer Deed of Charge into a fixed charge as regards any of the Master Issuer's assets subject to the floating charge specified in that notice, if:

(a) a Note Event of Default is outstanding;

(b) the Master Issuer Security Trustee considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to be otherwise in jeopardy; and/or

(c) a circumstance occurs which the Master Issuer Security Trustee considers to (or to be likely to) prejudice, imperil or threaten the Master Issuer Security.

(iii) Except as provided below, the floating charge created under Clause 3 of the Master Issuer Deed of Charge will automatically (so far as permitted by applicable law) convert into a fixed charge as regards:

(a) all of the Master Issuer's assets subject to the floating charge, upon the service of a Note Enforcement Notice; and/or

(b) any assets of the Master Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Master Issuer Transaction Documents):

(1) are or become subject to a Security Interest in favour of any person other than the Master Issuer Security Trustee; or

(2) are or become the subject of a sale, transfer or other disposition,

immediately prior to that Security Interest arising or that sale, transfer or other disposition being made.

(iv) The floating charge created under Clause 3 of the Master Issuer Deed of Charge may not be converted into a fixed charge solely by reason of:

(a) the obtaining of a moratorium; or

(b) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000.

(v) The floating charge created under Clause 3 of the Master Issuer Deed of Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

(F) General

(i) Pursuant to Clause 3 of the Master Issuer Deed of Charge, all the Master Issuer Security:

(a) is created in favour of the Master Issuer Security Trustee for itself and as trustee on behalf of the other Master Issuer Secured Creditors;

(b) is created over the present and future assets of the Master Issuer;

(c) is security for the payment or discharge of the Master Issuer Secured Liabilities; and

(d) is made with full title guarantee (or, in relation to any rights or assets situated in Scotland or otherwise governed by Scots law, with absolute warrandice).

(ii) The term all of its rights as used in Clause 3 of the Master Issuer Deed of Charge includes, unless the context requires otherwise:

(a) the benefit of all covenants, undertakings, representations, warranties and indemnities;

(b) all powers and remedies of enforcement and/or protection;

(c) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and

(d) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof,

in each case, in respect of the relevant Master Issuer Charged Property.

"Master Issuer Swap Agreement", "Master Issuer Transaction Accounts", "Additional Master Issuer Account", "Master Issuer Swap Collateral Account", "Authorised Investments", "Master Issuer Cash Management Agreement", "Master Issuer Accounts", "Master Issuer Charged Property", "Note Event of Default", "Master Issuer Security", "Note Enforcement Notice" and **"Security Interest"** are defined below.

NOTE:

The Master Issuer Deed of Charge contains certain covenants restricting the Master Issuer's rights (save to the extent permitted or provided for in the Master Issuer Transaction Documents or with the prior written consent of the Master Issuer Security Trustee) which include, without limitation, that it will not create or permit to subsist any Security Interest whatsoever, however created or arising (unless arising by operation of law) over any of its property, assets or undertakings, present or future (including any uncalled capital) or any interest, estate, right, title or benefit therein, or use, invest or dispose of, including by way of sale or the grant of any Security Interest of whatsoever nature or otherwise deal with, or agree or purport to sell or otherwise dispose of (in each case whether by one or a series of transactions) or grant any option or right to acquire such property, assets or undertakings, present or future.

MR04
Statement of satisfaction in full or in part of a charge

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
- [x] 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	KENNETH OWENS

Please give the address of the person delivering this statement

Building name/number	TURNPIKE COTTAGE
Street	MAKENEY ROAD
Post town	DERBY
County/Region	DERBYSHIRE
Postcode	D E 5 6 0 U H

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

Person's interest in the charge	chargor

C3 Signature

Please sign the form here.

Signature	Signature X X

MR04
Statement of satisfaction in full or in part of a 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: KENNETH OWENS

Company name:

Address: TURNPIKE COTTAGE

MAKENEY ROAD

Post town: DERBY

County/Region: DERBYSHIRE

Postcode: D E 5 6 0 U H

Country: U. K.

DX:

Telephone:

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