

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 form
LL MR04

THURSDAY



A05 15/10/2015 #168
COMPANIES HOUSE
"A413DXIX"
A06 25/09/2015 #201
COMPANIES HOUSE
"A4GNN0W2"

1 Company details

Company number 03702428 ✓

Company name in full Home Technology Finance Limited ✓

13 → **Filing 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 4 9 0 7 2 0 0 5 ✓

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 SUPPLEMENTAL DEED OF CHARGE IN RESPECT OF THE HTFL
FURTHER DEED OF CHARGE (the supplemental Deed of Charge
in respect of the HTFL Further Deed of Charge) dated 19 January
2005 between, amongst others, HTFL and JP Morgan Chase Bank,
N A (the originaor 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	
Short particulars	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
	See Appendix 1 of the attached continuation sheets for short particulars of all the property mortgaged or charged	

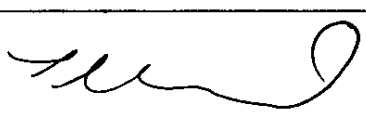
Part B Charges created on or after 06/04/2013

B1	Charge code													
Charge code ❶	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												
	<table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>						-					-		
				-					-					

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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	
	<input checked="" type="checkbox"/> In full ✓	
	<input type="checkbox"/> 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	Zahir Mohammed on behalf of Home Technology Finance Limited	
	Please give the address of the person delivering this statement	
Building name/number	Technology House	
Street	Ampthill Road	
Post town	Bedford	
County/Region	Bedfordshire	
Postcode	M K 4 2 9 Q Q	
	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	<div style="display: flex; align-items: center;"><div style="text-align: center; margin-right: 20px;"><small>Signature</small> X</div><div style="text-align: center; flex-grow: 1;"></div><div style="text-align: center; margin-left: 20px;">X</div></div>	

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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 As Above

Company name As Above

Address As Above

Post town

County/Region

Postcode

Country

DX

Telephone 01234 263153



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

CONTINUATION SHEET FOR FORM M395

Company Name. Home Technology Finance Limited (03702428)

APPENDIX 1: SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. SECURITY AND DECLARATION OF TRUST

Hire Agreements, Warranty Agreements and Maintenance Contracts

1 1 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby conveys, transfers and assigns to the Originator Trustee

- (a) all of its right, title, interest and benefit, present and future, in, under and to all present and future Hire Agreements and the Receivables arising thereunder, and
- (b) all its right, title, interest and benefit, present and future, in and to all moneys, claims, rights, powers and property whatsoever which may from time to time and at any time be distributed or derived from, or accrue on or arise in respect of or relate to, any such Hire Agreement in any way whatsoever, including, without limitation, all rights to receive payment of any amounts which may become payable thereunder and all payments received by or on behalf of HTFL thereunder or pursuant thereto and also including, without limitation, all rights to serve notices and/or make demands and/or otherwise act thereunder and pursuant thereto or in respect thereof 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 Originator Trustee absolutely, subject to the proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge.

Contractual Rights

1 2 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby conveys, transfers and assigns to the Originator Trustee all of its right, title, interest and benefit, present and future, in, under and to

- (a) the Loan Agreement,
- (b) the Equipment Servicing Agreements,
- (c) the Equipment Management Agreement,
- (d) the Equipment Purchasing Agreement,
- (e) the Originator Cash Management Agreement,
- (f) the Corporate Administration Agreement,
- (g) the Agent Origination Agreement,

CONTINUATION SHEET FOR FORM M395

Company Name. Home Technology Finance Limited (03702428)

- (h) the UKCE Business Sale Agreement,
- (i) the Hitachi Midland Sale Agreement;
- (j) the Bank Agreements,
- (k) the TUK Equipment Sale and Repurchasing Agreement,
- (l) the Paypoint Collections Agreement,
- (m) the Paypoint Network Agreement,
- (n) the BCFL Loan Agreement,
- (o) the Tax Deed of Covenant, and
- (p) the HTFL Subordinated Loan Agreement (formerly the WestLB Subordinated Loan Agreement);

including, without limitation, all rights to receive payment of any amounts (including all commissions and arrangement fees) which may become payable to HTFL thereunder and all payments received by HTFL 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 other relief in respect thereof, TO HOLD the same unto the Originator Trustee absolutely, subject to the proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge

Insurance Agreements

1.3 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby conveys, transfers and assigns to the Originator Trustee all of its right, title, interest and benefit, present and future, in, under and to

- (a) the CEICO Insurance Agreement;
- (b) the Cornhill Insurance Agreement;
- (c) the GIL Insurance Agreement, and
- (d) the Maintenance Contracts Commission Agreement,

including, without limitation, all rights to receive payment of any amounts (including all commissions) which may become payable to HTFL thereunder and all payments received by HTFL 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 other relief in respect thereof, TO HOLD the same unto the Originator Trustee absolutely, subject to the

CONTINUATION SHEET FOR FORM M395

Company Name: Home Technology Finance Limited (03702428)

proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge

Equipment

1.4 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby charges to the Originator Trustee all of its right, title, interest and benefit, present and future, in and to the Equipment TO HOLD the same unto the Originator Trustee absolutely, subject to the proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge

Proceeds

1.5 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby conveys, transfers and assigns to the Originator Trustee all of its right, title, interest and benefit, present and future, in and to the proceeds of sale of any Equipment, the proceeds of disposition of any investments and the proceeds of any insurance received in respect of any insurance recoveries maintained by HTFL pursuant to clause 22.4 of the HTFL Further Deed of Charge TO HOLD the same unto the Originator Trustee absolutely, subject to the proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge.

Bank Accounts

1.6 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby conveys, transfers and assigns to the Originator Trustee all of its right, title, interest and benefit, present and future, in and to all moneys which may now or at any time hereafter be standing to the credit of the following accounts in the name of HTFL held with NatWest Bank

- (a) the HTFL Master Collection Account;
- (b) the HTFL GIC Account,
- (c) the Corporation Tax Reserve Account;
- (d) the HTFL VAT Account,
- (e) the Cash Trapping Reserve Account;
- (f) the Servicing Fees Reserve Account;
- (g) the Non-Facility Account,

and the debts represented by them together with all interest accruing from time to time thereon (but excluding any moneys from time to time standing to the credit of such accounts and the debts represented by them that are held by HTFL on trust for the beneficial owners of such moneys in respect of Third Party Assets and any part of the Borrower Claimant Charged Property, including for the avoidance of doubt, the amount of any Borrower Streamline Recoveries reccredited to any such account to the

CONTINUATION SHEET FOR FORM M395

Company Name. Home Technology Finance Limited (03702428)

extent due but unpaid to the Borrower Streamline Claimants in accordance with clause 5.6 of the HTFL Second Further Deed of Charge) TO HOLD the same unto the Originator Trustee absolutely, subject to the proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge.

Beneficial Interest

1.7 HTFL, by way of fixed security for the payment and/or discharge of the HTFL Secured Obligations, hereby conveys, transfers and assigns to the Originator Trustee all of its right, title, interest and benefit, present and future, in and to (a) its beneficial interests under the Collection Accounts Declarations of Trust made by UKCE and TUK respectively, the (b) Settlement Accounts Declaration of Trust made by PayPoint, (c) the sums of money referred to in clause 3.1 of the HTFL Further Deed of Charge above which are from time to time standing to the credit of those accounts and the debts represented by them and (d) in and to any other bank account in which HTFL has an interest from time to time (but excluding the Borrower Litigation Recoveries Account) to the extent not effectively charged by clause 3.1 or 3.6 of the HTFL Further Deed of Charge, together with all interest accruing from time to time thereon and the debts represented thereby TO HOLD the same unto the Originator Trustee absolutely, subject to the proviso for reassignment on payment or discharge in clause 4 of the HTFL Further Deed of Charge

Floating Charge

1.8 HTFL, by way of security for the payment and/or discharge of the HTFL Secured Obligations and subject to clause 4 of the HTFL Further Deed of Charge, hereby charges in favour of the Originator Trustee by way of floating charge

- (a) the whole of its undertaking and all of its property and assets whatsoever and wheresoever situate, both present and future, including without limitation its uncalled capital, other than the Borrower Claimant Charged Property and any property or assets from time to time or for the time being by clauses 3.1 to 3.7 of the HTFL Further Deed of Charge (inclusive) effectively charged by way of fixed charge or otherwise effectively assigned as fixed security, and
- (b) the whole of its undertaking and all of its property and assets situated in Scotland and otherwise governed by Scots law, both present and future

1.9 Paragraph 14 of Schedule B1 to the Insolvency Act (incorporated by Schedule 16 of the Enterprise Act 2002) shall apply to all floating charges created pursuant to the HTFL Further Deed of Charge

Negative Covenant

1.10 So long as any of the HTFL Secured Obligations remain outstanding, HTFL shall not, save to the extent permitted by or provided for in the HTFL Securitisation Documents or with the prior written consent of the Originator Trustee create or, so far as it is able, permit or suffer to subsist any Security Interest whatsoever other than the Borrower Claimant Security, the Original HTFL Security and the Second Further

CONTINUATION SHEET FOR FORM M395

Company Name Home Technology Finance Limited (03702428)

HTFL Securty (unless arising solely by operation of law) over any of its assets or undertakings