

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 for**

You cannot use this form to register a statement of satisfaction in full or in part of a mortgage or charge or in part of a company registered in the United Kingdom. If you do this, please

WEDNESDAY



LD4 26/06/2013 #114
COMPANIES HOUSE

on, please
at
se gov uk

For official use

1 Company details

Company number 04017604

Company name in full Platform Home Loans Holdings No.2 Ltd (the "Company")

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 02/05/2010

Description A debenture (the "Debenture") made by the Company in favour of Cabot Consumer Services Limited

Date of registration 01/02/2011

- 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

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

Name Platform Consumer Services Limited (formerly Cabot

Address Consumer Services Limited) (the "Chargee")

5th Floor, 6 St Andrew's Street, London

Postcode EC4A 3AE

Name

Address

Postcode

Name

Address

Postcode

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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

In the Debenture the Company:

(1) as beneficial owner, charged the Shares by way of First Fixed charge in Favour of the Chargee with the payment and discharge of the Secured Obligations.

(11) as beneficial owner, charged by way of First Floating charge in Favour of the Chargee with the payment and discharge of the Secured Obligations the whole of the Company's undertaking and assets, present and future, other than any assets for the time being effectively charged by way of Fixed charge or effectively assigned to the Chargee by the above, or otherwise by or pursuant to any other provision of the Debenture

Please see the continuation page for Definitions.

5

Satisfaction of the debt

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

Please tick one box only

☒ In full

☐ In part

6

Signature

Please sign the form here

Signature

Signature

X Clifford Chance LP X

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

CHFP025

05/10 Version 4.0

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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 **Lyuba Herbert**

Company name **Clifford Chance LLP**

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country **UK**

DX

Telephone **0207 006 3040**



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 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 9F
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 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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

In this MG02 form

"Charged Property" means, subject as provided in Clause 17.2 of the Debenture, the undertaking, assets and income of the Borrower for the time being charged in favour of, or assigned to, the Lender by or pursuant to the Debenture;

"Claims" means all book and other debts and monetary claims of the Borrower referred to in Clauses 11.1 and 11.3 of the Debenture and all monetary claims deriving from the Shares;

"Event of Default" means any of those events specified in Clause 12 of the Facility Agreement;

"Facility Agreement" means the share capital funding facility agreement of even date herewith between the Lender as lender and the Borrower as borrower as amended, extended or replaced from time to time.

"Finance Documents" means the Facility Agreement and this Debenture and the documents required thereunder and hereunder,

"Floating Charge" means the floating charge created by Clause 3.2 of the Debenture,

"LPA" means the Law of Property Act 1925,

"Receiver" shall have the meaning ascribed thereto in Clause 15.1 of the Debenture,

"Secured Obligations" means all sums and liabilities covenanted to be paid or discharged by the Borrower in Clause 2.1 of the Debenture,

"Security" means the security from time to time constituted by or pursuant to the Debenture and each and every part thereof,

"Security Period" means the period from the date hereof until the date upon which all of the Secured Obligations shall have been unconditionally and irrevocably paid and discharged in full or upon which all of the Security shall have been unconditionally and irrevocably released and discharged;

"Shares" means all the shares in Platform Home Loans No. 2 plc purchased by the Borrower together with all rights attached thereto, including the right to dividends and voting rights,

"Special Accounts" shall have the meaning ascribed thereto in sub-clause 11.1.2(a) of the Debenture;

Any reference to:

"the Lender" or **"the Borrower"** shall be construed so as to include its and any subsequent successors and assigns in accordance with their respective

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Please give the short particulars of the property mortgaged or charged

Short particulars

interests;

a "Clause" or a "sub-clause" shall, subject to any contrary indication, be construed as a reference to a clause or sub-clause hereof,

an "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or any other encumbrance or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including title transfer and retention arrangements) having a similar effect,

the term "including" shall be construed as meaning "including without limitation";

a "person" shall be construed as a reference to any person, firm, company, corporation, body corporate, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

a "Schedule" shall, subject to any contrary indication, be construed as a reference to a schedule hereto,

"tax" shall be construed so as to include any tax, levy, impost, duty or other charge of a similar nature (including any penalty or interest payable in connection with any failure to pay or delay in paying any of the same); and

the "winding-up", "dissolution" or "administration" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors.