

# MR04

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



You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://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  
charge against an LLP  
LL MR04

WEDNESDAY



A38 04/09/2013 #101  
COMPANIES HOUSE

### 1 Company details

Company number 4 4 4 2 5 9 4

Company name in full Meerbrook Finance Number One Limited (**Finance**)

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→ **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 ①

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

① **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date d1 d6 m1 m2 y2 y0 y0 y3

② **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description A second supplemental deed of charge and assignment  
dated 16 December 2003 (the **Second Supplemental  
Deed of Charge and Assignment**) between Finance,  
Meerbrook Finance Holdings Number One Limited (the  
**Parent**), The Royal Bank of Scotland plc (in such  
capacity the **Security Trustee** and the **Lender**),  
Platform Funding Limited (the **Administrator** and  
**Originator**) and Britannia Building Society (as  
**Subordinated Loan Provider**)

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

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**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

Pursuant to the Supplemental Deed of Charge and Assignment and in addition to the security granted pursuant to the Deed of Charge, Finance by way of first fixed security for the payment and discharge of all the Secured Obligations, and without prejudice to the terms of the Deed of Charge and all rights and interests arising under or pursuant thereto, with full title guarantee and subject to Clause 4 of the Deed of Charge assigned by way of security to the Security Trustee (for itself and for the benefit of each of the Secured Parties), all its right, title, interest and benefit present and future of the Originator in and to the mortgage indemnity insurance policy for residential investment properties (policy number MII/55/2003200-G) underwritten by Brit Insurance Limited (the MIG Policy) to the extent that they relate to the Mortgage Loans including the rights to demand, receive, sue for and recover the proceeds of any claim thereunder

**Amount secured by the mortgage or charge.**

The aggregate of all moneys and other liabilities (actual or contingent) for the time being due or owing by Finance (i) to the Security Trustee under the Deed of Charge, (ii) to the Lender under the Facility Agreement, the Fee Letter and the Deed of Charge, (iii) to the Administrator under the Administration Agreement and the Deed of Charge, (iv) to the Originator under the Origination and Sale Agreement, the Deferred Consideration Agreement and the Deed of Charge, (v) to the Subordinated Loan Provider under the Subordinated Loan Agreement, the Deposit Agreement and the Deed of Charge, and (vi) to any Swap Counterparty under any ISDA Master Agreement in respect of any Hedging Transactions and the Deed of Charge (together, the Secured Obligations)

(Capitalised terms used in this Form MR04 and not defined herein are defined in Schedule 1 annexed hereto).

See Schedule 1 for a list of defined terms

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

# **Schedule 1**

## **Definitions**

**Administration Agreement** means the administration agreement made between, *inter alios*, the Administrator, Finance, Britannia Building Society and the Security Trustee dated 11 July 2003 and amended from time to time,

**Borrower** means, in relation to a Mortgage Loan, the person named as such in the relevant Mortgage Conditions and to whom such loan is advanced together with any person from time to time assuming the obligations of the Borrower to repay such loan or any part of it,

**Branded Loans** means any mortgage loans funded by the Originator and which are entered into by a Borrower on the Originator's standard mortgage loan documentation, which mortgage loans have been brokered or arranged on behalf of, or in conjunction with, the Originator by a third party mortgage broker or arranger and legal, equitable and beneficial title to which vests, upon advance of the loan to a Borrower in the Originator,

**Charge** means an assignment or assignation to, or, as the case may be, deposit with, the Originator by a Borrower, by way of security (if applicable), of a Life Policy (if any),

**Completion** means completion of the Originator's and Finance's obligations under Clause 4.3 of the Origination and Sale Agreement in accordance with the provisions of that Agreement,

**Deed of Charge** means the deed of charge dated 11 July 2003 as amended from time to time between Finance, the Parent, the Security Trustee, the Lender, the Originator and the Subordinated Loan Provider,

**Deed of Consent** means, in relation to an English Loan or a Northern Irish Loan and their related Mortgage, the deed (if any) whereby an occupier of Property made known to the Originator aged seventeen years or over who is not the relevant Borrower has agreed to postpone his interest (if any) in the relevant Property so that it ranks for repayment after the interest created by, and the sums secured under, such related Mortgage,

**Deed of Postponement** means, in relation to a Mortgage Loan and its related Mortgage, any deed of postponement or ranking agreement whereby an existing mortgagee or heritable creditor of the relevant Property at the date of creation of the relevant

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Mortgage consents and agrees that the sums secured from time to time by the relevant existing mortgage or Standard Security will rank for repayment after the sums secured by the relevant Mortgage,

**Deferred Consideration Agreement** means the deferred consideration agreement dated 11 July 2003 (as amended from time to time) and made between the Originator and Finance for the payment of deferred consideration in relation to the purchase of Mortgage Loans,

**Deposit Agreement** means the deposit agreement dated 11 July 2003 as amended from time to time and made between Britannia, the Security Trustee and Finance,

**document** means any deed, instrument (including a negotiable instrument) or other document of any kind,

**English Loan** means a Mortgage Loan secured by an English Mortgage,

**English Montage** means a Mortgage secured over a Property situated in England or Wales,

**Facility Agreement** means the sterling committed loan facility agreement dated 11 July 2003 (as amended from time to time), between, *inter alios*, Finance and the Lender,

**Fee Letter** means the letter dated 11 July 2003 between the Lender and Finance in relation to the fee payable by Finance in respect of the warehouse facility,

**Further Advance** means (in relation to a Mortgage Loan) a further advance of monies made to a Borrower by the Originator, including advances of any retention,

**Further Loans** means mortgage loans (other than those Mortgage Loans comprised in the Portfolio (if any)) which have been (i) originated by the Originator, together with the Related Security relating thereto, in each case which are to be acquired or (as the context requires) have been acquired by Finance under the Origination and Sale Agreement (and, for the avoidance of doubt, includes any Further Advance by the Originator) otherwise than at the time of completion of such mortgage loans (and includes, for the avoidance of doubt, Branded Loans acquired or to be acquired (as the context requires) by Finance from the Originator otherwise than at the time of completion of such Branded Loan) and **Further Loan** means any one of them,

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**Hedging Transaction** means any interest rate hedging transactions entered into between Finance and a Swap Counterparty under any ISDA Master Agreement to hedge Finance's basis risk exposure as a result of its obligation to pay a floating rate of interest under the Facility Agreement,

**ISDA Master Agreement** means the ISDA master agreement between Finance and any Swap Counterparty including the Schedule thereto, any confirmations entered into thereunder and any novation agreements entered into in respect of any Hedging Transactions,

**Lending Criteria** means the lending criteria and policy used by the Originator, from time to time, in connection with its activities as lender, the current form(s) of which is attached at Schedule 14 to the Origination and Sale Agreement,

**Life Policies** means (if applicable) policies of life assurance, endowment policies and/or term assurance which may at any time in accordance with, and only to the extent to which it may be stipulated in, the then current Lending Criteria be assigned to, or deposited with the Originator, by way of collateral security for repayment of a Mortgage Loan and "**Life Policy**" means any one of them,

**MHA Documentation** means, in relation to any Scottish Loan, any affidavit, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 in connection with such Scottish Loan or its Related Security,

**Mortgage** means, in relation to each Mortgage Loan, the first charge by way of legal mortgage in England and Wales or the legal charge or mortgage in Northern Ireland or the first ranking Standard Security in Scotland over the relevant Property executed by the relevant Mortgagor to secure such Mortgage Loan,

**Mortgage Conditions** means, in respect of a Mortgage Loan, the terms and conditions regulating it,

**Mortgage Loans** means the Originator Mortgage Loans, the Further Loans and the Portfolio (if any),

**Mortgage Schedule** means, if a Portfolio of Mortgage Loans is to be acquired by Finance on Completion under clause 3.4 of the Origination and Sale Agreement, details of the mortgage loans produced from computer records maintained by the Originator, reproduced in the form of computer records printed out from computer discs, and attached as Annexure 1 to the Origination and Sale Agreement and which contains in relation to those mortgage

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loans the details as set out in Schedule 2 to the Origination and Sale Agreement,

**Mortgagor** means in relation to a Mortgage Loan, the person named as such in the relevant Mortgage Conditions, or (in Scotland) named as the grantor of the relevant Standard Security, and to whom such loan is advanced together with any guarantor,

**Northern Irish Loan** means a Mortgage Loan secured by a Northern Irish Mortgage,

**Northern Irish Mortgage** means a Mortgage secured over a Property in Northern Ireland,

**Origination and Sale Agreement** means the origination and sale agreement dated 11 July 2003 as amended from time to time between the Originator, Finance, the Security Trustee and the Lender,

**Originator Mortgage Loans** means the mortgage loans and any Further Advance advanced thereunder originated advanced by the Originator together with the Related Security relating thereto which are to be acquired or (as the context requires) which have been acquired by Finance hereunder at the time of completion of such mortgage loans or making of such Further Advances, (including, for the avoidance of doubt, any Branded Loan acquired or to be acquired (as the context requires) by Finance at the time of completion of such Branded Loan), but, for the avoidance of doubt, does not include any mortgage loans comprised in the Portfolio (if any), and "**Originator Mortgage Loan**" means any one of them,

**Portfolio** means, if a portfolio of Mortgage Loans is to be acquired by Finance on Completion under clause 3 4 of the Origination and Sale Agreement and a Mortgage Schedule has been compiled in respect of those mortgage loans and attached as Annexure 1 to the Origination and Sale Agreement, those mortgage loans listed in the Mortgage Schedule after excluding any mortgage loan which shall have been repaid in full prior to Completion together with the Related Security thereto,

**Potential Borrower** means any person who has indicated in writing to the Originator (by completing an application form) that they are desirous of borrowing money on the security of a Mortgage,

**Property** means, in relation to a Mortgage Loan, the related freehold or long leasehold residential property (if in England, Wales or Northern Ireland) or the heritable or long leasehold (having an unexpired term of at least 21 years) residential property (if located

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in Scotland) financed by such Mortgage Loan,

**Prudent Mortgage Lender** means a reasonably prudent mortgage lender underwriting mortgage loans to Borrowers of the type contemplated in the relevant Lending Criteria on terms similar to those set out in the relevant Lending Criteria,

**Receiver** means a receiver appointed under the Deed of Charge or pursuant to statute, and includes more than one such receiver and any substituted receiver,

**Related Security** means, in relation to a Mortgage Loan, the Mortgage and Charge relating thereto and all other collateral security for, and rights in respect of such loan including any relevant Deeds of Consent, Deeds of Postponement and MHA Documentation and any rights against any person or persons in connection with the origination and completion of such Mortgage Loan,

**Scottish Loan** means a Mortgage Loan secured by a Scottish Mortgage,

**Scottish Mortgage** means a Mortgage secured over a Property situated in Scotland,

**Secured Parties** means the Security Trustee, any Receiver, the Lender, the Administrator, the Originator, any Swap Counterparty and the Subordinated Loan Provider,

**Standard Security** means a heritable security created by a standard security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970,

**Subordinated Loan Agreement** means the subordinated loan agreement dated 11 July 2003 and made between Finance, the Subordinated Loan Provider and the Security Trustee, and

**Swap Counterparty** means any entity which enters into an arrangement or series of arrangements with Finance pursuant to an ISDA Master Agreement the purpose of which is to hedge Finance's basis risk or interest rate risk exposure under the Facility Agreement

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## 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

## 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

Forename(s)

Paul

Surname

Glendenning

Please give the address of the person delivering this statement

Building name/number

Capita Trust Company Limited

Street

4th Floor

40 Dukes Place

Post town

London

County/Region

Postcode

E C 3 A 7 N H

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

Person's interest in the charge

The Chargor


**C3**

### Signature

Please sign the form here

Signature

Signature

X 

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 **Shreya Aren**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **020 3088 2702**



### 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 completed the Description of instrument and Short particulars in Sections A2 and A3

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**