

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

☒ **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
LL MR04



A38 *A2G7RTKI* 04/09/2013 #111
COMPANIES HOUSE

1 Company details

Company number 4 4 4 2 5 9 4

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

→ **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 2 8 0 7 2 0 0 3 /

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 Supplemental Deed of Charge and Assignment dated 28
July 2003 (**Supplemental Deed**) between Meerbrook
Finance Number One Limited (**Finance**), Meerbrook
Finance Holdings Number One Limited (as **Parent**),
The Royal Bank of Scotland plc (as **Security Trustee**
and **Lender**), Platform Funding Limited (as
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
	<p>See Schedule 1 for short particulars of the property or undertaking charged.</p> <p>See Schedule 2 for details of amount secured by the mortgage or charge.</p> <p>See Schedule 3 for a list of defined terms</p>	

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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

Short particulars of the property or undertaking charged

Pursuant to the Supplemental Deed, Finance

- (a) charged to the Security Trustee by way of first fixed charge for the payment or discharge of the Secured Obligations
 - (i) (subject to the subsisting rights of redemption of the relevant Borrowers) all right, title, interest and benefit of Finance existing now or in the future in the Mortgage Loans and (to the extent not charged by way of fixed charge, or otherwise assigned as security, by another provision of Clause 3 of the Supplemental Deed) (*Security Created by Finance*), Related Security (other than the Scottish Loans) to which Finance is at present beneficially entitled or to which it becomes beneficially entitled in the future, including for the avoidance of doubt all right, title, interest and benefit of Finance in, to, under or in respect of
 - (A) the right to receive, demand, sue for, recover and give receipts for all principal moneys payable under such Mortgage Loans and related Mortgages or the unpaid part thereof and the interest due or to become due thereon,
 - (B) the benefit of the Mortgage Loans, the Mortgages and other Related Security and the right to sue on, all covenants with and undertakings and obligations to the Originator in each Mortgage Loan and the right to exercise all powers of the Originator in relation to each Mortgage Loan and related Mortgage,
 - (C) all the estate, right and interest in the related Properties vested in the Originator subject to redemption or cesser,
 - (D) all Accrued Interest and all Arrears of Interest thereon, and
 - (E) all interest, if any, earned on monies received by the Originator in respect of the

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Mortgage Loans from and including the
Cut-Off Date

- (b) assigned to the Security Trustee by way of first fixed security for the payment or discharge of the Secured Obligations
 - (i) subject to the subsisting rights of redemption of the relevant Borrowers, all right, title, interest and benefit of the Originator in the relevant Life Policies (if any) relating to the Mortgage Loans including, for the avoidance of doubt, the benefit of, and the right to sue on, all covenants with and obligations to the Originator in or relating to each related charge (if any) and the right to exercise all powers of the Originator in relation to each such charge (if any),
 - (ii) all right, title, interest and benefit of the Originator under the Third Party Buildings Policies in respect of the Mortgage Loans including the rights to demand, receive, sue for and recover the proceeds of any claim thereunder,
 - (iii) all right, title, interest and benefit of the Originator in and to the Insurance Policies 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,
 - (iv) the benefit of all securities (including any guarantees, deeds of consent and deeds of postponement) for all principal moneys payable under the Mortgage Loans and interest due on or to become thereon,
 - (v) all right, title and interest of Finance in any Contingency Policy arranged by Britannia in respect of the Mortgage Loans, and
 - (vi) all causes and rights of action of the Originator against any person in connection with the report on title or valuation report or any other report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Mortgage Loan or its Related Security or affecting the originator's decision to advance any such Mortgage Loan

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(c) assigned to the Security Trustee by way of first fixed security for the payment or discharge of the Secured Obligations all its right, title, interest and benefit present and future in, to, under and in respect of

(i) the Origination and Sale Agreement including, without limitation, the right to require that the legal title to the Mortgage Loans be transferred to Finance and the benefit of the warranties and the benefit of Britannia's guarantee of the obligations of the Originator thereunder,

(ii) the Administration Agreement including, without limitation, the benefit of Britannia's guarantee of the Obligations of the Administrator thereunder and any substitute administration agreement entered into as envisaged in Clause 9.1 (*Appointment of Substitute Administrator*),

(iii) the Facility Agreement,

(iv) the Deferred Consideration Agreement,

(v) the Deposit Agreement

(vi) the Subordinated Loan Agreement, and

(vii) the Declaration of Trust,

including all rights to receive payment of any amounts which may become payable to Finance thereunder or with respect thereto and all payments received by Finance thereunder or with respect thereto including, without limitation, all rights to serve notices and/or make demands thereunder and/or take such steps as are required to cause payments to become due and payable thereunder or with respect thereto 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 Security Trustee absolutely

Schedule 2

Amounts secured by the mortgage or charge

The aggregate of all moneys and other liabilities (actual or

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contingent) for the time being due or owing by Finance

- (a) to the Security Trustee under the Deed of Charge,
- (b) to the Lender under the Facility Agreement, the Fee Letter and the Deed of Charge,
- (c) to the Administrator under the Administration Agreement and the Deed of Charge,
- (d) to the Originator under the Origination and Sale Agreement, the Deferred Consideration Agreement and the Deed of Charge,
- (e) to the Subordinated Loan Provider under the Subordinated Loan Agreement, the Deposit Agreement and the Deed of Charge, and
- (f) to any Swap Counterparty under any ISDA Master Agreement in respect of any Hedging Transactions and the Deed of Charge,

(together, the **Secured Obligations**)

For those capitalised terms which have not been defined above, see Attachment 4

Schedule 3

Definitions

Accrued Interest means, in relation to a Mortgage Loan and at any date, interest which has accrued but is not yet charged to the Borrower's account,

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

Arrears of Interest means, in relation to a Mortgage Loan, and at any date, interest which has accrued and has become due and payable but remains unpaid,

Block ASU Policies means the following policies of insurance granted by Marketing & Management Services Limited in favour of the Originator

- (a) Single Premium Block ASU Policy, No NSP 105,

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- (b) Monthly Premium Block ASU Policy, No CBC 001, and
- (c) Monthly Premium Block Unemployment Policy No CBC 002,

and any other insurance policies in favour of the Originator in replacement, addition or substitution therefor or thereto from time to time which relates to the Mortgage Loans,

Block Buildings Policies means the following policies of insurance granted by Legal and General Insurance Limited in favour of the Originator

- (a) Block Buildings Insurance Policy, No BM MLU 300275,
- (b) A combined Building and Contents Policy, No BM MLU 3000279, and
- (c) Properties in Possession Policy No BM MLU 3000281,

and any other block insurance policies in favour of the Originator in replacement, addition or substitution therefor or thereto from time to time which relates to the Mortgage Loans,

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,

Capital Account means PFL's account entitled the "Platform Funding Limited re Meerbrook 1 Capital Account" with account number 36008273, sort code 01-05-02 with National Westminster Bank plc and such other capital account designated by the parties hereto from time to time,

Collection Account means PFL's account entitled the "Platform Funding Limited re Meerbrook 1 Collection Account" with account number 36008281, sort code 01-05-02 at National Westminster Bank plc and such other collection account designated by the

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parties hereto from time to time,

Contingency Policy means any contingency policy in respect of which Finance is the insured,

Cut Off Date means, in relation to the Portfolio (if any) and any Further Loans, the date agreed by the Originator and Finance to be the "Cut Off Date" for the Portfolio or relevant Further Loans (as applicable), being the date on which, amongst other things, the Current Balance (as defined in the Origination and Sale Agreement) of each such loan is calculated in connection with its acquisition by Finance subject to and in accordance with the Origination and Sale Agreement,

Declaration of Trust means

- (a) the declaration of trust executed by the Originator on or about 11 July 2003 in respect of the Collection Account, the Sundries Account, the Capital Account and the Interest Earning Capital Account (each as defined in the Administration Agreement),
- (b) the interest in respect of the Declaration of Trust (as defined in the Leek 1 Mortgage Sale Agreement) assigned to Finance under the Leek 1 Mortgage Sale Agreement, and
- (c) the interest in respect of the Declaration of Trust (as defined in the PHL 1 Mortgage Sale Agreement) assigned to Finance under the PHL 1 Mortgage Sale Agreement

Deferred Consideration Agreement means the deferred consideration agreement dated 11 July 2003 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 and made between Britannia, the Security Trustee and Finance,

Facility Agreement means the agreement dated 11 July 2003 and made between Finance, the Lender and the Security Trustee (as the same may be amended from time to time as agreed between Finance, the Lender and the Security Trustee),

Further Loans means mortgage loans (other than those Mortgage Loans comprised in the Portfolio (if any)) which have been originated by the Originator, together with the Related Security relating thereto, in each case which are to be acquired or (as the

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context requires) have been acquired by Finance (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),

Insurance Policies means the Block Buildings Policies (unless terminated, without prejudice to Clause 10.3.36), the LA Indemnity Policies, the Block ASU Policies (unless terminated) and the Title Insurance Policies each of which is in favour of the Originator, to the extent to which they relate to the Mortgage Loans, and in each case any other insurance contracts in replacement, addition or substitution thereof from time to time which relate to the Mortgage Loans,

Interest Earning Capital Account means the account of PFL entitled the "Platform Funding Limited re Meerbrook 1 (Interest Earning) Capital Account" with account number 36008338, sort code 01-05-02 at National Westminster Bank plc and such other interest earning capital account designated by the parties hereto from time to time,

LA Indemnity Policy means (i) a local authority search policy in the form of Master Policy No UKL 0000509, issued by First American Title Insurance Company (UK) plc to The Money Store Limited and transferred to the Originator pursuant to a Deed of Assignment and Transfer dated 29th September 1999 between, inter alios, The Money Store Limited, the Originator and First American Title Insurance Company (UK) plc (ii) an indemnity policy relating to "Right to Buy" properties in the form of Policy Number 0280CQ01307, issued by Norwich Union Insurance Limited to the Originator, and (iii) any other insurance policies in replacement, addition or substitution therefor or thereto from time to time which relate to the Mortgage Loans

Leek 1 Mortgage Sale Agreement means the mortgage and sale agreement dated on or about the date of this deed between Leek Finance Number One plc, Finance, the Subordinated Loan Provider, Mortgage Agency Services Number Two Limited and the Security Trustee

Life Policies means any policy or policies of life assurance and/or term assurance assigned to, or deposited with, the Mortgage Lender, by way of collateral security for repayment of a Loan,

Mortgage means, in relation to each Mortgage Loan, the first

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charge by way of legal mortgage in England and Wales or the first 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 Loans means

- (a) the Mortgage Loans (as defined in the Origination and Sale Agreement),
- (b) the Loans (as defined in the PHL1 Mortgage Sale Agreement and the Leek 1 Mortgage Sale Agreement), and
- (c) all other loans purchased from time to time by Finance

Origination and Sale Agreement means the origination and sale agreement dated 11 July 2003 between the Originator, Finance, the Security Trustee, the Lender and the Guarantor,

PHL1 Mortgage Sale Agreement means the mortgage and sale agreement dated on or about the date of this deed between Platform Home Loans No 1 plc, Finance, Platform Funding Limited and the Security Trustee

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,

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 in Scotland) financed by such Mortgage Loan,

Related Security means

- (a) the Related Security (as defined in the Origination and Sale Agreement),
- (b) the Related Security (as defined in the PHL1 Mortgage Sale Agreement and the Leek 1 Mortgage Sale Agreement), and
- (c) all other related security in respect of a Mortgage Loan

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purchased from time to time by Finance

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

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

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

Sundries Account means the account of PFL, entitled the "Platform Funding Limited re Meerbrook 1 Sundries Account" with account number 36008311, sort code 01-05- 02 at National Westminster Bank plc, and such other sundries account designated by the parties hereto from time to time,

Third Party Buildings Policies means the buildings insurance policies (other than the Block Buildings Policies) referable to each Property,

Title Insurance Policy means a title insurance policy, in the form of Master Policy No HLPP (E&W) 0000503, together with *inter alia* Endorsement (03/02) issued by First American Title Insurance Company (UK) plc to The Money Store Limited and transferred to the Originator pursuant to a Deed of Assignment and Transfer dated 29th September 1999 between, inter alios, The Money Store Limited, the Originator and First American Title Insurance Company (UK) plc and any other insurance policies in replacement, addition or substitution therefor or thereto from time to time which relate to the Mortgage Loans,

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Statement of satisfaction in full or in part of a charge

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

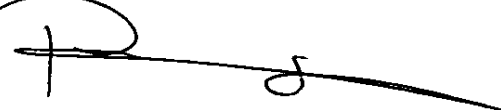
C3

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 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