

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**
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



A38 04/09/2013 #120
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 01 03 00 02 02 00 00 06

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 13
February 2006 between Finance and the Royal Bank of
Scotland PLC as Security Trustee for the Secured
Parties, and the Original Lenders (the **Supplemental
Deed**)

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

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Statement of satisfaction in full or in part of a charge

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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

See Schedule 1 for short particulars of all the property mortgaged or charged

See Schedule 2 for amount secured by the mortgage or charge.

See Schedule 3 for a list of defined terms

Continuation page

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

A3

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

Without prejudice to the first fixed charge created pursuant to the Deed of Charge, Finance hereby

- (a) charges 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 this clause) 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) assigns 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,
 - (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, and
 - (vii) all its right, title, interest and benefit present and

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

future in, to and under the Leek 7 Mortgage Sale Agreement

TO HOLD the same unto the Security Trustee absolutely

Schedule 2

Amount secured by the mortgage or charge

The Secured Obligations (as defined below)

Schedule 3

Definitions

Unless the context otherwise requires, words denoting the singular number only shall include the plural number also and vice versa

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

Administration Agreement means the administration agreement (as amended from time to time) dated 11 July 2003 between *inter alios*, the Purchaser and the Administrator,

Administrator means PFL,

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

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 3000275,
- (b) A Combined Buildings and Contents Policy, No BM MLU 300279, and
- (c) Properties in Possession Policy No BM MLU 3000281,

Borrower means, in relation to a Loan, the person or persons to whom the Loan is advanced together with any person or persons from time to time assuming the obligations of any borrower to repay such Loan or any part of it,

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Short particulars of the property or undertaking charged

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Britannia means Britannia Building Society,

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 parties hereto from time to time,

Company means Meerbrook Finance Number One Limited,

Completion means completion of the Originator's and Company's obligations under the Origination and Sale Agreement on or after 19 December 2005 in accordance with the provisions of the Origination and Sale Agreement,

Contingency Policy means any contingency policy in respect of which Finance is the insured, **Cut-Off Date** means 28 February 2006,

Deed of Charge means the deed of charge (as amended from time to time) entered into between, *inter alios*, the Purchaser and the Security Trustee on 19 December 2005,

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

Deed of Postponement means, in relation to a 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 Mortgage consents and agrees that the sums secured from time to time by the relevant existing mortgage or a standard security will rank for repayment in point of priority after the sums secured by the relevant Mortgage,

Declaration of Trust means the declaration of trust executed by the Originator on or about 11 July 2003 in respect of the Collection Account, the Capital Account, the Interest Earning Account and the

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Sundries Account and any additional declaration of trust in respect of a Collection Account and/or Sundries Account executed by a Seller pursuant to a Mortgage Sale Agreement,

Deferred Consideration Agreements means the Phase I Deferred Consideration Agreement and the Phase II Deferred Consideration Agreement and any deferred Consideration Agreement entered into by Finance from time to time in relation to a Portfolio,

Enforcement Procedures means the procedures for the enforcement of Mortgages and guarantees (if any) set out in the Service Specification from time to time,

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

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

Facility Agreement means the agreement dated 19 December 2005 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),

Fee Letter means letter dated 19 December 2005 between the Lender and the Borrower in relation to the fee payable by the Borrower in respect of the Tranche A Facility and the Tranche B Facility,

Finance Documents means the Warehouse Facility Agreement, the Deed of Charge, each Scottish Supplemental Charge, each Scottish Declaration of Trust, the Administration Agreement, the Origination and Sale Agreement, each Mortgage Sale Agreement, the Phase II Deposit Agreement, the Deferred Consideration Agreements, any Declarations of Trust, any ISDA Master Agreement and any confirmation(s) evidencing a transaction thereunder, the Subordinated Loan Agreement and the Fee Letter,

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

Insurance Policies has the meaning given to it in the Origination and Sale Agreement or the relevant Mortgage Sale Agreement, as the context may require,

Interest Earning Account means the account of PFL entitled the

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Short particulars of the property or undertaking charged

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"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,

ISDA Master Agreement means any ISDA master agreement between the Borrower 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,

Leek 4 means Leek Finance Number Four plc,

Leek 4 Mortgage Sale Agreement means the agreement dated 17 April 2002 and made between PFL, the Vendor, Leek 4, Britannia, Capita IRG Trustees Limited and the Royal Bank of Scotland,

Leek 5 means Leek Finance Number Five plc,

Leek 5 Mortgage Sale Agreement means the agreement dated 17 April 2002 and made between PFL, the Vendor, Leek 5, Britannia, Capita IRG Trustees Limited and the Royal Bank of Scotland,

Leek 7 Mortgage Sale Agreement means the mortgage sale agreement dated on or about the date of this deed between Leek Finance Number Seven plc, Finance, Subordinated Loan Provider, PFL, and the Security Trustee, *Lender* means The Royal Bank of Scotland PLC,

Lending Criteria means the lending criteria and policy used by the Originator, from time to time, in connection with its activities as lender,

Life Policies has the meaning given to it in the Administration Agreement,

Loans means mortgage loans originated by PFL and sold to the Vendor pursuant to the Original Mortgage Sale Agreements,

MHA Documentation means an affidavit, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 in connection with a Scottish Loan,

Mortgage means, in relation to each 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 securing such loan,

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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 means

- (a) the Loans (as defined in the Leek 7 Mortgage Sale Agreement), and
- (b) all other loans secured by way of a first fixed mortgage over residential property situated in the United Kingdom purchased from time to time by Finance,

Mortgage Sale Agreement means any mortgage sale agreement entered into from time to time for the purchase of Loans by Finance as agreed by the Lender,

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,

Original Mortgage Sale Agreements means the Leek 4 Mortgage Sale Agreement and the Leek 5 Mortgage Sale Agreement,

Origination and Sale Agreement means the origination and sale agreement dated 11 July 2003 as amended from time to time between, *inter alios*, PFL, Finance and the Lender for the purchase of mortgages by Finance, from time to time, from PFL, *Originator* means PFL,

Permitted Disposal means

- (a) any disposal by the Borrower of a Mortgage Loan in circumstances where
 - (i) the sale proceeds of each Mortgage Loan are not less than the Principal Outstanding in respect of such Mortgage Loan less any specific provision which has been made by an Administrator against such Mortgage Loan in accordance with clause 18.6 of the Administration Agreement, and
 - (ii) the sale proceeds of such Mortgage Loan are credited to the Phase II Deposit Account or such other account as agreed by the Borrower and the Lender, and
- (b) any other disposal permitted by the Finance Documents,

PFL means Platform Funding Limited,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

- (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 each Administrator, under the Administration Agreement and the Deed of Charge,
- (d) to the Originator, under the Origination and Sale Agreement, the Phase I Deferred Consideration Agreement, the Phase II Deferred Consideration Agreement and the Deed of Charge,
- (e) to a Seller, under a deferred consideration agreement entered into between that Seller and Finance (if any),
- (f) to the Subordinated Loan Provider, under the Subordinated Loan Agreement, the Phase II Deposit Agreement and the Deed of Charge, and
- (g) to any Swap Counterparty under any ISDA Master Agreement in respect of any Hedging Transactions and the Deed of Charge,

Secured Parties means the Security Trustee, any Receiver, the Lender, the Administrator, the Originator, each Seller (if any), the Subordinated Loan Provider and any Swap Counterparty,

Seller means a seller of Loans to Finance from time to time pursuant to a Mortgage Sale Agreement,

Service Specification means the document entitled "Platform Funding Limited & Western Mortgage Services Service Specification" in respect of the Loans together with the appendices and annexures thereto (as from time to time amended in accordance with the practice of a Prudent Mortgage Lender or otherwise with the consent of Finance and the Security Trustee),

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 19 December 2005 (as amended from time to time) entered into by Finance, the Subordinated Loan Provider and the Security Trustee in connection with the acquisition of the Loans,

Subordinated Loan Provider means Britannia Building Society,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Mortgage, the outstanding principal balance of that Mortgage,

Property means, in relation to a Loan, the property on which the repayment of such Loan is secured,

Prudent Mortgage Lender means a prudent mortgage lender underwriting Mortgage Loans and Mortgages to borrowers on terms substantially similar to those set out in the Lending Criteria,

Purchaser means Meerbrook Finance Number One Limited,

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

Related Security means

- (a) in relation to a Loan, the Mortgage relating thereto and all other collateral security for all principal moneys payable under such Loan including any relevant guarantees, Deeds of Consent, Deeds of Postponement, MHA Documentation and any rights against any person or persons in connection with the origination and completion of such loan, and
- (b) all other related security in respect of a Mortgage Loan purchased from time to time by Finance,

Relevant Purchaser has the meaning given to it the Origination and Sale Agreement or the relevant Mortgage Sale Agreement, as applicable,

Scottish Declaration of Trust means any declaration of trust over Scottish Loans and their Related Security granted by the Originator in favour of the Company pursuant to the Origination and Sale Agreement,

Scottish Loan means a Loan secured by a Scottish Mortgage,

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

Scottish Supplemental Charge means any assignation in security made between Finance and the Originator in favour of the Security Trustee pursuant to the Deed of Charge,

Secured Obligations means the aggregate of all moneys and other liabilities (actual or contingent) for the time being due or owing by Finance

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

- (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 each Administrator, under the Administration Agreement and the Deed of Charge,
- (d) to the Originator, under the Origination and Sale Agreement, the Phase I Deferred Consideration Agreement, the Phase II Deferred Consideration Agreement and the Deed of Charge,
- (e) to a Seller, under a deferred consideration agreement entered into between that Seller and Finance (if any),
- (f) to the Subordinated Loan Provider, under the Subordinated Loan Agreement, the Phase II Deposit Agreement and the Deed of Charge, and
- (g) to any Swap Counterparty under any ISDA Master Agreement in respect of any Hedging Transactions and the Deed of Charge,

Secured Parties means the Security Trustee, any Receiver, the Lender, the Administrator, the Originator, each Seller (if any), the Subordinated Loan Provider and any Swap Counterparty,

Seller means a seller of Loans to Finance from time to time pursuant to a Mortgage Sale Agreement,

Service Specification means the document entitled "Platform Funding Limited & Western Mortgage Services Service Specification" in respect of the Loans together with the appendices and annexures thereto (as from time to time amended in accordance with the practice of a Prudent Mortgage Lender or otherwise with the consent of Finance and the Security Trustee),

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 19 December 2005 (as amended from time to time) entered into by Finance, the Subordinated Loan Provider and the Security Trustee in connection with the acquisition of the Loans,

Subordinated Loan Provider means Britannia Building Society,

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

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,

Swap Counterparty means any entity which enters into an arrangement or series of arrangements with the Borrower pursuant to an ISDA Master Agreement the purpose of which is to hedge the Borrower's obligations to pay interest under this Agreement,

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

Tranche A Committed Facility means the committed sterling revolving credit facility granted by the Lender pursuant to the Facility Agreement,

Tranche A New Facility means a new committed sterling revolving credit facility the Facility Agreement,

Tranche A Term Facility means the term loan facility granted by the Lender pursuant to the Facility Agreement,

Tranche A Facility means each of the Tranche A Committed Facility, the Tranche A New Facility and the Tranche A Term Facility,

Tranche B Facility means each of the Tranche B Uncommitted Facility, the Tranche B New Facility and the Tranche B Term Facility,

Tranche B New Facility means a new uncommitted sterling revolving credit facility pursuant to the Facility Agreement,

Tranche B Term Facility means the term loan facility granted by the Lender pursuant to the Facility Agreement,

Tranche B Uncommitted Facility means the uncommitted sterling revolving credit facility that may be granted by the Lender pursuant to the Facility Agreement,

Vendor means Leek Finance Number Seven PLC,

Warehouse Facility Agreement means the Facility Agreement

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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

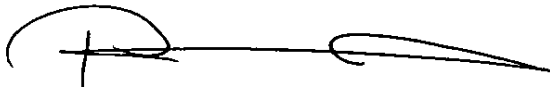
C3

Signature

Please sign the form here

Signature

Signature

X  X

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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 **Shreya Aren**Company name
Allen & Overy LLPAddress **One Bishops Square**Post town **London**

County/Region

Postcode

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Country **United Kingdom**

DX

Telephone **020 3088 2702****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

**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

**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