

MR04

Statement of satisfaction in full or in part of a charge

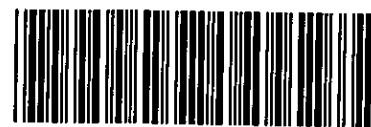


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☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☒ **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 or
LL MR04

WEDNESDAY



A38 *A2G7RTL* 04/09/2013 #116

1 Company details

Company number ☒ 4 6 8 3 4 1 9

Company name in full ☒ Meerbrook Finance Number Two Limited (the Company)

2

→ **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 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 1 0 7 2 0 0 6

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 ☒ Deed of charge (the **Deed of Charge**) dated 21 July
2006 between the Company, Meerbrook Finance
Holdings Number Two Limited (the **Parent**), J.P.
Morgan Chase Bank, National Association (the
Lender), J P Morgan Corporate Trustee Services
Limited (the **Security Trustee**), Mortgage Agency
Services Number Six Limited (**MAS6**), Platform
Funding Limited (**PFL** and as **Principal
Administrator**) and Britannia Building Society
(**BBS**)

Continuation page

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

MR04

Statement of satisfaction in full or in part of a charge

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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

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

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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

- 1 Pursuant to the Deed of Charge
 - (a) The Company 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 the Company 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 Deed of Charge) Related Security (other than the Scottish Loans) to which the Company is at present beneficially entitled or to which it will become beneficially entitled in the future, including for the avoidance of doubt all right, title, interest and benefit of the Company 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

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Short particulars of the property or undertaking charged

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received by the Originator in respect of the
Mortgage Loans from and including the
Cut-Off Date

- (b) The Company 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 (other than the Scottish 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 due thereon,
 - (v) all right, title and interest of the Company in the Contingency Policy arranged by BBS and/or First Title Insurance plc (previously known as First American Title Insurance Company (UK) plc) in respect of the Mortgage Loans, if any, 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

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Short particulars of the property or undertaking charged

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the Originator's decision to advance any such Mortgage Loan

- (c) The Company assigned to and in favour of the Security Trustee in security for the payment and discharge of the Secured Obligations, the whole right, title and interest of the Company in and to the whole of the Scottish Trust Property (granted pursuant to the provisions of the Origination and Sale Agreement whereby on each Scottish Security Date, a Scottish Declaration of Trust in relation to (i) each Mortgage Loan or Further Loan which is a Scottish Loan and (ii) each Further Advance made in respect of a Scottish Loan purchased by the Company under the Origination and Sale Agreement, since the previous Scottish Security Date or, in the case of the first Scottish Security Date, Completion, shall be granted and executed by the Originator) and in and to the said Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereto Such assignment in security was intimated to PFL as trustee under the said Scottish Declaration of Trust and PFL by its execution of the Deed of Charge immediately subsequent to the Company's execution consented to such assignment and acknowledged such intimation thereof and confirmed that as at 21 July 2006 it had received no intimation of any other dealing with the said Scottish Trust Property or any part thereof
- (d) The Company undertook to execute and deliver to the Security Trustee on each Scottish Security Date an assignment in security of the beneficial interest of the Company in and under each and any Scottish Declaration of Trust entered into since the previous Scottish Security Date or (in the case of the first Scottish Security Date) since the date of Completion, substantially in the form of the Scottish Supplemental Charge set out in the Deed of Charge, the other parties to the Deed of Charge consented to the entering into of such Scottish Supplemental Charges and the Security Trustee authorised and instructed the Company to intimate and give notice to PFL of each assignment in security made thereunder as provided therein The Company undertook to the Security Trustee at the time of delivery of any Scottish Supplemental Charge simultaneously to deliver to the Security Trustee each Scottish Declaration of Trust specified therein
- (e) The Company assigned to and in favour of the Security Trustee by way of first fixed security for the payment or

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

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 and any Mortgage Sale Agreement including, without limitation, the right to require that the legal title to the Mortgage Loans be transferred to the Company and the benefit of the warranties and the benefit of BBS's guarantee of the obligations of the Originator thereunder,
- (ii) the Administration Agreement including, without limitation, the benefit of BBS's guarantee of the obligations of the Administrators thereunder and any substitute administration agreement entered into as envisaged in the provisions of the Deed of Charge whereby if notice to (i) terminate the Administration Agreement as a whole or (ii) terminate the appointment of either the Principal Administrator or the MAS6 Administrator is given pursuant to the Administration Agreement, each of the Company, the Lender, the Originator and BBS acknowledges to the Security Trustee that the Security Trustee will be entitled to appoint any substitute administrator on terms which entitle such substitute administrator to receive a fee upon such terms as the Security Trustee may agree which does not exceed the rate then commonly charged by providers of mortgage administration services and such fee shall be payable as if such substitute administrator were the Principal Administrator or the MAS6 Administrator, as applicable, in accordance with the order of priority for payments to the Administrators set out in the Administration Agreement,
- (iii) the Facility Agreement,
- (iv) the Phase I Deferred Consideration Agreement and the Phase II Deferred Consideration Agreement,
- (v) the Phase II Deposit Agreement,
- (vi) the Subordinated Loan Agreement, and
- (vii) the Declaration of Trust,

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Short particulars of the property or undertaking charged

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including all rights to receive payment of any amounts which may become payable to the Company thereunder or with respect thereto and all payments received by the Company thereunder or with respect thereto 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 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

(f) The Company charged by way of first fixed security for the payment or discharge of the Secured Obligations to the Security Trustee, all its right, title, interest and benefit present and future in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Phase II Deposit Account and any other bank or other account in which the Company may at any time acquire any right, title, interest or benefit together with all interest accruing from time to time thereon and the debt represented by each such account

(g) The Company assigned by way of first fixed security for the payment or discharge of the Secured Obligations to the Security Trustee, all its right, title, interest and benefit present and future in, to, under and in respect of any ISDA Master Agreement and any Hedging Transaction, subject to any rights of setoff or netting provided for thereunder

(h) The Company charged by way of first floating charge by way of security for the payment or discharge of the Secured Obligations to and in favour of the Security Trustee, the whole of its undertaking and all its property and assets whatsoever and wheresoever situate, present and future, other than any property or assets from time to time or for the time being charged by way of fixed charge, or otherwise assigned as security, under the Deed of Charge (but excepting from the foregoing exclusion all such undertaking, property and assets as are situated in or governed by the laws of Scotland, all of which are, for the avoidance of doubt, charged by the floating charge created by the Deed of Charge)

2 Each of the dispositions of or charges over assets effected in or pursuant to the above is made with full title guarantee and, in relation to rights or assets located in or governed by the laws of Scotland, with absolute warrandice, and in relation to assets located in or governed by the laws of Northern Ireland as beneficial

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Short particulars of the property or undertaking charged

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owner

3 The floating charge granted by the Company pursuant to the Deed of Charge is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986, as amended by the Enterprise Act 2002

Pursuant to the warranties and covenants given by the Company under the Deed of Charge to the Security Trustee (and the covenants and undertakings given by the Parent to the Security Trustee), so long as any amount of principal outstanding or interest due under the Facility Agreement remains unpaid in full, the Company will not, save to the extent permitted by the Transaction Documents or with the prior written consent of the Security Trustee create or permit to subsist any mortgage, standard security, pledge, lien (unless arising by operation of law) or charge upon the whole or any part of its assets, present or future (including any uncalled capital) or its undertaking

Schedule 2

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 the Company

- (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 Administrators under the Administration Agreement and the Deed of Charge,
- (d) to PFL 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 any Mortgage Sale Agreement (if any), under a deferred consideration agreement entered into between the Seller and the Company (if any) and the Deed of Charge (if applicable),
- (f) to BBS 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

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Short particulars of the property or undertaking charged

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Deed of Charge,

(together, the **Secured Obligations**)

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 dated 21 March 2005, as amended and restated on or about 21 July 2006 between the Principal Administrator, the MAS6 Administrator, the Company, the Lender, BBS and the Security Trustee,

Administrators means the Principal Administrator and/or the MAS6 Administrator,

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,

Assignment of Life Policies means, in relation to the Scottish Loans, an assignment of Life Policies (if any) relative to the Charges (if any) for those Scottish Loans,

Assignment of Life Policies means, in relation to the English Loans and Northern Irish Loans, an assignment of the Life Policies (if any) relative to the Charges (if any) for those loans,

Assignment of Insurance Policies means, in relation to the Mortgage Loans, an assignment of the Insurance Policies,

Assignment of Third Party Building Policies means, in relation to the Mortgage Loans, an assignment of the Third Party Buildings Policies,

Block Buildings Policies means, in the context of the Origination and Sale Agreement, any block insurance policies that PFL may enter into from time to time (if any) which relate to the Mortgage Loans and, in the context of any Mortgage Sale Agreement (if any), any block insurance policies in favour of the relevant Seller in replacement, addition or substitution therefor or thereto from time to time which relate to the Mortgage Loans, as appropriate,

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Short particulars of the property or undertaking charged

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Borrower means, in relation to a Loan, the person named as such in the relevant Mortgage or 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 an 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,

Business Day means a day (other than a Saturday or Sunday) on which banks are open for business in London,

Capital Account means PFL's account entitled the "Platform Funding Limited re Meerbrook 2 Capital Account" with account number 36031615, sort code 01-05-02 with National Westminster Bank plc and such other capital account designated by the parties hereto from time to time,

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

Collection Account means PFL's account entitled the "Platform Funding Limited re Meerbrook 2 Collection Account" with account number 36031623, sort code 01-05-02 at National Westminster Bank plc and such other collection account designated by the parties to the Administration Agreement from time to time,

Completion means completion of PFL's and the Company's obligations on or after 21 July 2006 in accordance with the provisions of the Origination and Sale Agreement, and any date as the Company and any Seller may agree in accordance with the provisions of any Mortgage Sale Agreement, as the context may require,

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

Cut-Off Date means, in relation to the Portfolio (if any) and any Further Loans, the date agreed by PFL and the Company 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 of each such loan is calculated in connection with its acquisition by the Company subject to and in accordance with

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Short particulars of the property or undertaking charged

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the Origination and Sale Agreement,

Declaration of Trust means the declarations of trust executed by PFL on 21 March 2005 in respect of the Collection Account, the Capital Account, the Interest Earning Capital Account and the Sundries Account in which PFL declares trusts over the transaction accounts mentioned therein,

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 an 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 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 Agreements means the Phase I Deferred Consideration Agreement and the Phase II Deferred Consideration Agreement and/or any deferred consideration agreement entered into by the Company from time to time in relation to a Portfolio,

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

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

Facility Agreement means the agreement dated 21 July 2006 and made between the Company, the Lender and the Security Trustee (as the same may be amended from time to time as agreed between the Company, the Lender and the Security Trustee),

Fee Letter means the letter dated 21 July 2006 between the Lender and the Company in relation to the fee payable by the Company in respect of the facilities granted under the Facility Agreement,

Finance Documents means the Facility Agreement, the Deed of Charge, each Scottish Supplemental Charge, each Scottish Declaration of Trust, the Administration Agreement, the Origination

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

and Sale Agreement, each Mortgage Sale Agreement, the Phase II Deposit Agreement, the Deferred Consideration Agreements, the Declarations of Trust, any ISDA Master Agreement and any confirmation(s) evidencing a transaction thereunder, the Subordinated Loan Agreement and the Fee Letter,

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 originated by PFL, together with the Related Security relating thereto, in each case which are to be acquired or (as the context requires) have been acquired by the Company under the Origination and Sale Agreement (and, for the avoidance of doubt, includes any Further Advance by an 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 the Company from an Originator otherwise than at the time of completion of such Branded Loan),

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

Insurance Policies means, in the context of the Origination and Sale Agreement, the Block Buildings Policies (if any) and the other insurance policies listed therein in favour of PFL, 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 2 (Interest Earning) Capital Account" with account number 36031658, sort code 01-05-02 at National Westminster Bank plc and such other interest earning capital account designated by the parties to the Administration Agreement from time to time,

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

Life Policies means any policy or policies of life assurance and/or

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Short particulars of the property or undertaking charged

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term assurance assigned to, or deposited with, the Originator, by way of collateral security for repayment of a Loan and "**Life Policy**" means each of them,

Loan means a mortgage loan (including any Further Advance related thereto) acquired (or, if the context so requires, to be acquired) by the Company pursuant to the Origination and Sale Agreement or a Mortgage Sale Agreement,

MAS6 Administrator means MAS6,

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 Conditions means, in relation to each Mortgage, the terms and conditions in respect of such Mortgage including, for the avoidance of doubt, the terms and conditions incorporated into any letter or letters of offer or agreement or agreements to enter into such Mortgage,

Mortgage Lender means in relation to each Loan, the lender, mortgagee or heritable creditor as defined in the Mortgage Conditions,

Mortgage Loans means mortgage loans (including any Further Advance related thereto) acquired (or, if the context so requires, to be acquired) by the Company pursuant to the Origination and Sale Agreement or a Mortgage Sale Agreement,

Mortgages means, in relation to each Mortgage Loan, the first 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 Borrower to secure such Mortgage Loan,

Mortgage Sale Agreement means the any mortgage sale agreement entered into for the purchase of Loans by the Company 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 situated Northern Ireland,

Origination and Sale Agreement means the origination and sale agreement dated 21 March 2005 as amended and restated on 21

A3

Short particulars of the property or undertaking charged

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July 2006 between PFL, the Company, the Security Trustee, the Lender and BBS,

Originator means PFL and any future originator as may be agreed from time to time between the Company, the Lender and the Security Trustee,

Phase I Deferred Consideration Agreement means the deferred consideration agreement dated 21 March 2005 as amended from time to time in respect of Phase I Mortgage Loans, made between PFL and the Company for the payment of deferred consideration in relation to the Phase I Mortgage Loans,

Phase II Deferred Consideration Agreement means the deferred consideration agreement dated 21 July 2006 as amended from time to time in respect of Phase II Mortgage Loans, made between PFL and the Company for the payment of deferred consideration in relation to the Phase II Mortgage Loans,

Phase II Deposit Account means the account in the name of the Company held at BBS and entitled "Britannia (Meerbrook Finance Number Two-Second Warehouse) GIC Account" having account number 21 0706,

Phase II Deposit Agreement means the deposit agreement dated 21 July 2006 made between BBS, the Security Trustee and the Company,

Phase I Mortgage Loans has the meaning given to it in each of the Phase I Deferred Consideration Agreement and the Phase II Deferred Consideration Agreement,

Phase II Mortgage Loans has the meaning given to it in each of the Phase I Deferred Consideration Agreement and the Phase II Deferred Consideration Agreement,

Portfolio means, if a portfolio of Mortgage Loans is to be acquired by the Company on Completion under the Origination and Sale Agreement and in respect of which a 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 Annexure 1 but after excluding any mortgage loan which shall have been repaid in full prior to Completion together with the Related Security thereto,

Power(s) of Attorney means the security power(s) of attorney granted by the Originator to the Company and the Security Trustee pursuant to the Origination and Sale Agreement and/or any additional powers of attorney granted by a Seller to the Company

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Short particulars of the property or undertaking charged

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and the Security Trustee pursuant to a Mortgage Sale Agreement,

Property means, in relation to a Loan and its related Mortgage, 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, in relation to a 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 MH/CP Documentation and any rights against any person or persons in connection with the origination and completion of such Loan,

Retention means, in relation to a Mortgage Loan, an amount or amounts to be advanced to a Borrower under a Mortgage but retained as at the proposed day of completion of such Mortgage Loan or the relevant Cut-Off Date (in relation to Further Loans) and Mortgage Loans comprised in the Portfolio (if any) pending satisfaction of certain conditions (as described in the relevant offer letter to the relevant Borrower),

Scottish Declaration of Trust means each declaration of trust in respect of the Scottish Loans and their Related Security made by PFL in favour of the Company pursuant to the Origination and Sale Agreement,

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

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

Scottish Security Date means the fifteenth day in each calendar month (or, if such day is not a Business Day, the immediately succeeding Business Day) falling on or after the date of the Deed of Charge until the date on which the Secured Obligations have been irrevocably discharged in full,

Scottish Sub-Assignment means any assignment in security granted by the Company in favour of the Security Trustee pursuant to the Deed of Charge,

Scottish Sub-Security means any standard security granted by the Company in favour of the Security Trustee pursuant to the Deed of Charge,

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Short particulars of the property or undertaking charged

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Scottish Supplemental Charge means any assignation in security made between the Company and PFL in favour of the Security Trustee pursuant to the Deed of Charge, **Scottish Trust Property** means the aggregate of the property listed in the Scottish Declarations of Trust,

Seller means a seller of Mortgage Loans and their Related Security pursuant to a Mortgage Sale Agreement, as agreed from time to time between the Lender, the Security Trustee and the Company,

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 loan agreement dated 21 July 2006 and made between the Company, BBS and the Security Trustee,

Sundries Account means the account of PFL, entitled the "Platform Funding Limited re Meerbrook 2 Sundries Account" with account number 36031631, sort code 01-05-02 at National Westminster Bank plc and such other sundries account designated by the parties to the Administration Agreement from time to time,

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

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

Transaction Documents means the Finance Documents, the Mortgages, the Charges, the Insurance Policies, any Assignment of Life Policies, any Assignment of Life Policies, any Assignment of Insurance Policies, any Assignment of Third Party Building Policies, any assignment of the Charges, any Scottish Sub-Securities, any Scottish Sub-Assignations, the Powers of Attorney and all other agreements and documents comprised in the security for the Company's obligations under the Facility Agreement,

MR04

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

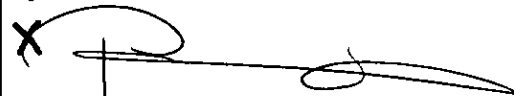
C3

Signature

Please sign the form here

Signature

Signature

X 

X

**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