

# 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 or charge against an LLP  
LL MR04

WEDNESDAY



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04/09/2013

#108

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 1 8 0 3 2 0 0 9

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 Supplemental Deed of Charge dated 18 March 2009  
entered into between, *inter alios*, Finance and the  
Royal Bank of Scotland PLC (as **Security Trustee**  
and **Lender**)

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

# MR04

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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	<p>See Schedule 1 for short particulars of all the property mortgaged or charged</p> <p>See Schedule 2 for amount secured by the mortgage or charge</p> <p>See Schedule 3 for a list of defined terms</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</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**

**1. SECURITY**

In the Supplemental Deed of Charge, Finance

- 1 1 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 each of the Phase II Deposit Account and the MTM Account and any other bank or other account in which Finance 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,

TO HOLD the same unto the Security Trustee absolutely

**NEGATIVE PLEDGE**

The Supplemental Deed of Charge contains a negative pledge

**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 Finance

- (a) to the Security Trustee under the Finance Documents to which it is a party,
- (b) to the Lender under the Finance Documents to which it is a party,
- (c) to each Administrator under the Finance Documents to which it is respectively a party,
- (d) to the Originator under the Finance Documents to which it is a party,
- (e) to the Seller under the Finance Documents to which it is a party,
- (f) to the Subordinated Loan Provider under the Finance

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Documents to which it is a party, and  
(g) to any Swap Counterparty under the Finance Documents to which it is a party,

(the "**Secured Obligations**")

**Schedule 3**

**Definitions**

**"Administration Agreement"** means the administration agreement dated 11 July 2003, as amended and restated from time to time between the Administrators, Finance, the Lender, Britannia and the Security Trustee, whereby the Administrators agree, among other things, to provide certain mortgage administration services with respect to the Mortgage Loans and their Related Security,

**"Administrator(s)"** means the Principal Administrator and/ or the MAS5 Administrator, as the context requires,

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

**"Britannia"** means Britannia Building Society whose principal office is at Britannia House, Leek, Staffordshire, ST13 5RG,

**"Britannia- Meerbrook 1 Mortgage Sale Agreement"** means any mortgage sale agreement between, *inter alios*, Britannia and Finance by which Britannia agrees to sell and Finance agrees to purchase beneficial title to certain Mortgage Loans and their Related Security,

**"Declaration of Trust"** means (i) any declaration of trust executed by the Seller substantially in the form set out at Schedule 6 (*Form of MAS5 Declaration of Trust*) to the Deed of Charge (any such declaration of trust, a "**MAS5 Declaration of Trust**"), (ii) the declaration of trust executed by the Originator on 11 July 2003 in respect of the PFL Accounts (the "**PFL Declaration of Trust**") and (iii) any declaration of trust executed by Britannia substantially in the form set out at Schedule 1 (*Form of Britannia Declaration of Trust*) to the Supplemental Deed of Charge (any such declaration of trust, a "**Britannia Declaration of Trust**"),

**"Deed of Charge"** means the deed of charge dated 18 July 2008

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entered into between, inter alios, Finance and Lender,

**"Deferred Consideration Agreements"** means the Phase I Deferred Consideration Agreement and the Phase II Deferred Consideration Agreement (as applicable), each as defined in the Administration Agreement and/or any deferred consideration agreement entered into by the Borrower 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 current from time to time,

**"Facility Agreement"** means the agreement dated 18 March 2009 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 the letter dated 18 March 2009 between the Lender and Britannia in relation to the fees payable by Britannia in respect of the Tranche A Facility,

**"Finance Documents"** means the Facility Agreement, the Guarantee, the Deed of Charge, each Scottish Supplemental Charge, each Scottish Declaration of Trust, the Administration Agreement, the Sub-Administration Agreement, the Origination and Sale Agreement, the MAS5 - Meerbrook 1 Mortgage Sale Agreement, any Britannia - Meerbrook 1 Mortgage Sale Agreement, the Phase I Deposit Agreement, Phase II Deposit Agreement, the Deferred Consideration Agreements, each Declaration of Trust, any ISDA Master Agreement and any confirmation(s) evidencing a transaction thereunder, the Subordinated Loan Agreement and any Fee Letter,

**"Guarantee"** means the guarantee in relation to the obligations of the Borrower to the Lender under the Facility Agreement and the other Finance Documents, entered into by Britannia as guarantor in favour of the Lender as beneficiary,

**"Guarantor"** means Britannia in its capacity as such under the Guarantee,

**"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 interest rate and basis risk exposure as a result of its obligation to pay a floating rate of interest under the Facility Agreement,

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Short particulars of the property or undertaking charged

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

**"Lending Criteria"** has, as the context requires, the meaning given to it in the Origination and Sale Agreement or the MAS5 - Meerbrook 1 Mortgage Sale Agreement,

**"MAS5"** means Mortgage Agency Service Number Five Limited (registered number 04420522) whose registered office is at Newton House, Cheadle Road, Leek, Staffordshire ST13 5RG,

**"MAS5 Administrator"** means MAS5,

**"MAS5 - Meerbrook 1 Mortgage Sale Agreement"** means the mortgage sale agreement dated 18 July 2008 as amended and restated from time to time between MAS5, Finance, the Guarantor, the Lender and the Security Trustee,

**"Mortgage"** means a first ranking charge by way of legal mortgage in England and Wales or Northern Ireland or a first ranking standard security in Scotland over a residential property, and, in relation to a Mortgage Loan, means the mortgage or standard security securing that Mortgage Loan, including, in each case, all principal sums, interest, costs, charges, expenses and other monies secured or intended to be secured by that mortgage or standard security or, as the context may require, the aggregate of all advances and further advances made to the Borrower on such security and from time to time outstanding and which Finance has bought or agreed to buy and either PFL or MAS5 have sold or agreed to sell pursuant to the Origination and Sale Agreement or the MAS5 - Meerbrook 1 Mortgage Sale Agreement, as applicable,

**"Mortgage Conditions"** means, in relation to each Mortgage Loan, the terms and conditions in respect of such Mortgage Loan 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 Loan,

**"Mortgage Loan(s)"** has, as the context requires, the meaning given to it in the Origination and Sale Agreement and/or the MAS5 - Meerbrook 1 Mortgage Sale Agreement and/or any Britannia - Meerbrook 1 Mortgage Sale Agreement,

**"MTM Account"** means the account in the name of Finance held at Britannia and entitled "Britannia (Meerbrook Finance Number One-Second Warehouse) MTM Account" having account number

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030309 and which is subject to the terms of the Supplemental Deed of Charge,

**"National Westminster Bank plc"** means company with registered office at 135 Bishopsgate, London EC2M 3UR and registered company number 00929027,

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

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

**"Permitted Disposal"** means

- (a) any disposal by Finance 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 the relevant 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 Finance and the Lender, and
- (b) any other disposal permitted by the Finance Documents,

**"PFL"** means Platform Funding Limited (registered number 3456337) whose registered office is at Exchange Tower, 2 Harbour Exchange Square, London E14 9FR,

**"PFL Accounts"** means the PFL Collection Account, the PFL Sundry Account, the PFL Capital Account and the PFL Interest Earning Capital Account,

**"PFL Capital Account"** means the account of PFL 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,

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**"PFL Collection Account"** means the account of PFL entitled the "Platform Funding Limited re Meerbrook 1 Collection Account" with account number 36086142, sort code 01-05-02 at National Westminster Bank plc,

**"PFL 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,

**"PFL Sundry Account"** means the account of PFL, entitled the "Platform Funding Limited re Meerbrook 1 Sundries Account" with account number 36086134, sort code 01-05-02 at National Westminster Bank plc, and such other sundries account designated by the parties hereto from time to time,

**"Phase I Deferred Consideration Agreement"** means the deferred consideration agreement dated 11 July 2003 as amended from time to time in respect of Phase I Mortgage Loans, made between PFL and Finance for the payment of deferred consideration in relation to the Phase I Mortgage Loans,

**"Phase I 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,

**"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 Deposit Account"** means the account in the name of Finance held at Britannia and entitled "Britannia (Meerbrook Finance Number One- Second Warehouse) GIC Account" having account number 270804,

**"Phase II Deposit Agreement"** means the deposit agreement dated 20 September 2004 as amended from time to time and made between Britannia, the Security Trustee and Finance,

**"Phase II Deferred Consideration Agreement"** means the deferred consideration agreement dated 20 September 2004 as amended from time to time in respect of Phase II Mortgage Loans, made between PFL and Finance for the payment of deferred consideration in relation to the Phase II Mortgage Loans,

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

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Deferred Consideration Agreement,

**"Portfolio"** means, at any particular time, the Mortgage Loans acquired by Finance pursuant to the Origination and Sale Agreement or the MAS5 - Meerbrook 1 Mortgage Sale Agreement other than such Mortgage Loans as shall then (i) have been transferred or assigned to a Relevant Purchaser pursuant to (and defined in) such agreements or otherwise sold by Finance as a Permitted Disposal under the Facility Agreement or (ii) have been redeemed as envisaged in Clause 10 (*Redemption of Mortgages*) of the Administration Agreement or (iii) have been the subject of Enforcement Procedures undertaken by the relevant Administrator and where the relevant Administrator has released the Related Security therefore,

**"Principal Outstanding"** has the meaning given to it in Schedule 2 (*Cash Management*) to the Administration Agreement,

**"Principal Administrator"** means PFL,

**"Prudent Mortgage Lender"** means a 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"** has, as the context may require, the meaning given to it in the Origination and Sale Agreement and/or the MAS5 - Meerbrook 1 Mortgage Sale Agreement and/or any Britannia - Meerbrook 1 Mortgage Sale Agreement,

**"Scottish Declaration of Trust"** has the meaning given to it in the Origination and Sale Agreement or, as the context may require, any Britannia - Meerbrook 1 Mortgage Sale Agreement,

**"Scottish Supplemental Charge"** means any assignation in security made between Finance and the Originator in favour of the Security Trustee pursuant to Clause 3 3(c) (*Scottish Trust Security*) substantially in the form set out in Schedule 3 (*Form of Scottish Supplemental Charge Assignment in Security*) of the Deed of Charge,

**"Secured Parties"** means the Security Trustee, any Receiver, the Lender, the Principal Administrator, the MAS5 Administrator, the Originator, the Seller, the Subordinated Loan Provider and the

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Swap Counterparty,

"**Seller**" means MAS5 in its capacity as a seller of Mortgage Loans under the MAS5 - Meerbrook 1 Mortgage Sale Agreement,

"**Service Specification**" means the document entitled "Platform Funding Limited & Western Mortgage Services Service Specification" in respect of the Mortgage 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),

"**Sub-Administration Agreement**" means the sub-administration agreement made as a deed on 11 July 2003 as amended and restated on 16 December 2003 as amended and restated on 20 September 2004, as further amended and restated on 19 December 2005, as further amended and restated on 4 May 2007 and as further amended and restated on 17 July 2008 between the Sub-Administrator, PFL and MAS5,

"**Sub-Administrator**" means Western Mortgage Services Limited (registered number 3191608) whose registered office is at The Money Centre, Plymouth PL1 1QJ,

"**Subordinated Loan Agreement**" means the subordinated loan agreement dated 18 March 2009 and made between the Security Trustee, Finance and Britannia,

"**Subordinated Loan Provider**" means Britannia,

"**Supplemental Deed of Charge**" means the supplemental deed of charge dated 18 March 2009 entered into between, *inter alios*, Finance the Lender and Security Trustee,

"**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 obligations to pay interest under the Facility Agreement,

"**Tranche A Committed Facility**" means the committed sterling credit facility granted by the Lender pursuant to Clause 2 1(a) (*Amount and Purpose*) of the Facility Agreement,

"**Tranche A Facility**" means each of the Tranche A Committed Facility and the Tranche A Term Facility,

"**Tranche A Term Facility**" means the term loan facility granted by the Lender pursuant to Clause 2 2 of 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

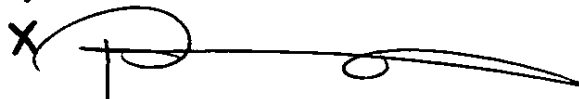
**C3**

### 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 LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

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](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)