

MG04

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property



☒ **What this form is for**
You may use this form to register a memorandum of satisfaction where part or the whole of the property has a) been released from the charge or b) ceased to form part of the property

☒ **What this form is NOT for**
You cannot use this form to register a memorandum of satisfaction where part or the whole of the property a) has been released from the charge or b) no longer forms part of the company's property for a company registered in Scotland. To do this, please use MG04s

TUESDAY



LD2 09/02/2010 214
COMPANIES HOUSE

1 Company details		For official use
Company number	0 2 1 9 0 4 2 7	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	NORTHERN ROCK HOLDINGS (NO 2) LIMITED (the Chorgor)	

2 Creation of charge		1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	2 8 0 8 2 0 0 8	
Description 1	Debenture granted by the Chorgor in favor of the Governor and Company of the Bank of England as trustee for the Secured Parties (the Security Trustee) dated 28 August 2008 (the Debenture)	
Date of registration 2	1 0 0 9 2 0 0 8	

3 Name and address of chargee(s), or trustee(s) for the debenture holders		Continuation page Please use a continuation page if you need to enter more details
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	The Governor and Company of the Bank of England (in its capacity as Security Trustee)	
Address	Threadneedle Street, London	
Postcode	E C 2 R 8 A H	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

PART 1 - DETAILS OF THE CHARGED PROPERTY TO BE RELEASED FROM THE FIXED CHARGE CONSTITUTED BY THE DEBENTURE

- 1) Accounts
- 2) Tangible Moveable Property
- 3) Intellectual Property
- 4) Information Technology
- 5) Goodwill and rights in relation to uncalled capital
- 6) Investments

(continue on MG04 - continuation page 1)

All capitalised terms used but not defined in this Form MG04 shall have the meaning given to them on the MG04-continuation pages 1-4 attached

5 Satisfaction of the property charged

I confirm that with respect to the charge described above that 1

- ☒ part of the property
☐ the whole of the property

has 1

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

1 Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus Deringer LLP X

This form must be signed by a person with an interest in the registration of the charge

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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
ANDREW HEATHCOTE

Company name
FRESHFIELDS BRUCKHAUS DERINGER LLP

Address
65 FLEET STREET

LONDON

ENGLAND

Post town

County/Region

Postcode
E C 4 Y 1 H S

Country
UNITED KINGDOM

DX
DX 23 LONDON/CHANCERY LANE

Telephone
020 7936 4000



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
- ☐ You have correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

MG04 - continuation page

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge, (b) no longer forms part of the company's property



4	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 1 of 4)</p> <p>Short Particulars of all the property mortgaged or charged (continued)</p> <p>[.]</p> <p>7) Monetary Claims and their Related Rights</p> <p>8) Specific Contracts</p> <p>PART 2 DETAILS OF THE CHARGED PROPERTY TO BE RELEASED FROM ANY AND ALL SECURITY CREATED BY OR PURSUANT TO THE DEBENTURE</p> <p>That part of the Charged Property which is to be transferred outright to Northern Rock plc (formerly Gosforth Subsidiary No 1 plc) (company number 6952311) (Bankco) pursuant to (i) the Northern Rock plc Transfer Order 2009, (ii) the English law governed transfer administration agreement dated 7 December 2009 and made between the Company and Bankco, and (iii) the transfer administration agreement relating to the transfer of the Irish business dated 7 December 2009 and made between the Company and Bankco</p> <p>Definitions</p> <p>Account means any account opened or maintained by the Chargor with the Security Trustee, the Bank or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights</p> <p>Assigned Account means any Account (and any renewal or redesignation of each such account) which the Security Trustee and the Chargor agree should be an "Assigned Account"</p> <p>Bank means The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH</p> <p>Charged Property means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture, including, without limitation, the Specific Contracts, the Assigned Accounts and any Mortgage</p> <p>Company means Northern Rock (Asset Management) plc (formerly Northern Rock plc), registered in England and Wales with company number 03273685</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p>

MG04 - continuation page

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(continuation page 2 of 4)

Facility Agent means the Bank in its capacity as facility agent

Fourth Effective Date means 28 August 2008

Group means the Company and its Subsidiaries from time to time

HMT means the Commissioners of Her Majesty's Treasury

Information Technology means the computer hardware, software, networks and/or other information technology and any technological asset of the Chargor

Insurance Policy means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest

Intellectual Property means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered of the Chargor, the benefit of all applications and rights to use such assets and all Related Rights

Investments means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including Shares),
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

Lender means

- (a) HMT, or
- (b) any entity that becomes a lender pursuant to clause 30 (*Transfer by the Lender*) of the Loan Agreement after the Fourth Effective Date

Loan Agreement means the Sterling Loan Facility Agreement originally dated 14 September 2007 made between the Company and the Bank, as amended and restated on 9 October 2007, as further amended on 16 November 2007, 7 December 2007, 18 December 2007, 11 February 2008, 17 March 2008, 29 March 2008, 1 May 2008, and 20 June 2008 and as novated, amended and restated on the Fourth Effective Date and as may be further amended, varied, novated or supplemented from time to time

MG04 - continuation page

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 3 of 4)</p> <p>Monetary Claims means any book and other debts and monetary claims (other than Accounts) owing to the Chargor and any proceeds of such debts and claims (including, without limitation, any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> <p>Mortgage means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with clause 6 (<i>Further Assurance</i>) of the Debenture and substantially in the form of schedule 6 (<i>Form of Legal Mortgage</i>) of the Debenture.</p> <p>Real Property means</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property of the Chargor, (including the freehold and leasehold property in England and Wales specified in schedule 2 of the Debenture), and (b) any buildings, fixtures, fittings, fixed plant or machinery of the Chargor, from time to time situated on or forming part of such freehold or leasehold property (except tenant's or trade fixtures where the Real Property is let to a person outside the Group) of any Real Property, <p>and includes all Related Rights</p> <p>Receiver means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>Related Rights means, in relation to any asset:</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and (d) any monies and proceeds paid or payable in respect of that asset <p>Secured Parties means the Security Trustee, any Receiver or Delegate, the Bank, the Facility Agent, the Lender and HMT</p> <p>Shares means all of the shares in any subsidiary of the Chargor held by, to the order or on behalf of the Chargor at any time</p>

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(continuation page 4 of 4)

Specific Contracts means any contract which the Security Trustee and the Chargor agree from time to time should be a "Specific Contract"

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

Tangible Moveable Property means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights