

MG01

Particulars of a mortgage or charge



000044/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

TUESDAY



LD5 15/12/2009 42
COMPANIES HOUSE

1

Company details

Company number 0 2 2 9 6 3 3 9

Company name in full S.M.N.E Limited (the "Company")

For official use



Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 0 7 1 2 2 0 0 9

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Debenture dated 7 December 2009 (the "Debenture") executed by the Company, Northern Rock Facilities Management Limited, Northern Rock Traffic Management Limited, Northern Rock Construction Services Limited, Northern Field Limited, Northern Rock Properties Limited, Kielder Property Management Limited, Heron's Reach Developments Limited, MNE Limited, North of England Estate Agents Limited, Northern Rock Estates Limited, Northern Rock Financial Services Limited, Northern Rock Holdings (No 2) Limited, Northern Rock Homes Limited, Northern Rock Syndications Limited and Northern Rock Trustees Limited (together with the Company, the "Chargors") in favour of The Governor and Company of the Bank of England as trustee for the Secured Parties (the "Security Trustee"), which has effect from the Effective Time.

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

Each Chargor covenants with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which each Chargor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (other than the PIK Interest Agreement but including, without limitation, the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents (other than the PIK Interest Agreement), whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each Chargor shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by each Chargor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities.

Provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for the proviso in the Debenture, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations").

Please see attached continuation pages for defined terms.

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

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

Name The Governor and Company of the Bank of England (the Security Trustee)

Address Threadneedle Street

London

Postcode E C 2 R 8 A H

Name

Address

Postcode

6 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

Please see attached continuation pages.

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Not applicable.

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X

Alfred Pearce Ltd

On behalf of the Security Trustee

X

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

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Carly Sheppard

Company name Clifford Chance

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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 included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House.'



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

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form MG01 - continuation page 1 of 8

S.M.N.E Limited (Company Number: 02296339)

Pursuant to clause 3.1 (*Fixed Charges*) of the Debenture:

(A) Each Chargor charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations:

- (i) by way of second legal mortgage, all of that Chargor's right, title and interest from time to time in and to the Real Property vested in that Chargor specified in schedule 1 (*Details of Real Property*) to the Debenture; and
- (ii) by way of first fixed charge or standard security (as applicable), all of that Chargor's right, title and interest from time to time in and to any Real Property (whether acquired before or after the date of this Debenture) vested in that Chargor in relation to which the Security Trustee has made a request pursuant to clause 6.1 (*Further Assurance: General*) of the Debenture,

in each case, subject to obtaining any necessary consent to such mortgage or fixed charge or standard security from any third party; and

(B) Each Chargor charges with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of third fixed charge, all of that Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise),

in each case subject to the provisions of clause 19 (*Release of Security*) of the Debenture.

Pursuant to clause 3.2 (*Assignments*) of the Debenture:

Subject to the First Composite Debenture and the Second Composite Debenture, each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all of its right, title and interest from time to time in the proceeds of the Insurance Policies and all Related Rights (subject to obtaining any necessary consent to that assignment from any third party and to the provisions of clause 19 (*Release of Security*) of the Debenture).

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Form MG01 - continuation page 2 of 8</p> <p>S.M.N.E Limited (Company Number: 02296339)</p> <p>Pursuant to clause 3.3 (<i>Floating Charge</i>) of the Debenture:</p> <ul style="list-style-type: none"> (A) Subject to clause 3.3(D) of the Debenture, each Chargor with full title guarantee charges in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of third floating charge all present and future assets and undertaking of that Chargor and all its rights and interests in the foregoing, including all the Charged Property expressed to be charged or assigned by it pursuant to clause 3.1 (<i>Fixed Charges</i>) of the Debenture (including all its heritable and moveable property and other property, assets and rights in Scotland or governed by the laws of Scotland) and clause 3.2 (<i>Assignments</i>) of the Debenture. (B) The floating charge created by clause 3.3(A) of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations. (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the clause 3.3 (<i>Floating Charge</i>) of the Debenture. (D) If any third party consent is necessary to enable an asset of a Chargor to be the subject of an effective floating charge, that asset shall only become subject to the floating charge upon obtaining such necessary third party consent.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form **MG01** - continuation page 3 of 8

S.M.N.E Limited (Company Number: 02296339)

Restrictions on and covenants given by each Chargor which protect and further define the property mortgaged or charged pursuant to the Debenture:

1. FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

2. NEGATIVE PLEDGE

Each Chargor undertakes that it shall not, at any time during the subsistence of this Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the relevant Chargor's Charged Property other than Security permitted pursuant to the Loan Agreement.

3. NO DISPOSAL

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Debenture or any Mortgage, except as permitted pursuant to the Loan Agreement or by clause 7 (*Negative Pledge and Disposals*) of the Debenture:

- (A) execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the relevant Chargor's Charged Property charged pursuant to clause 3.1 (*Fixed Charges*) of the Debenture;
- (B) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the relevant Chargor's Charged Property charged pursuant to clause 3.1 (*Fixed Charges*) of the Debenture; or
- (C) (i) grant or vary, or accept any surrender or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the relevant Chargor's Charged Property charged pursuant to clause 3.1 (*Fixed Charges*) of the Debenture, or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the relevant Chargor's Charged Property charged pursuant to clause 3.1 (*Fixed Charges*) of the Debenture, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights,

provided that nothing in clause 7.2 (*No Disposal of Interests*) of the Debenture shall prevent the relevant Chargor from making any transfer to Bankco pursuant to the Second Transfer Order.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form MG01 - continuation page 4 of 8

S.M.N.E Limited (Company Number: 02296339)

DEFINITIONS

"Amendment and Restatement Deed" means the amendment and restatement deed dated on or around 7 December 2009 and made between, amongst others, Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685), the companies listed in schedule 1 to the Loan Agreement, HMT and the Bank.

"Bankco" means Gosforth Subsidiary No 1 plc (proposed to be renamed Northern Rock plc on or around 31 December 2009) (company number 06952311) whose registered office is situated at Northern Rock House, Gosforth, Newcastle upon Tyne, NE3 4PL.

"Bank" means The Governor and Company of the Bank of England of Threadneedle Street, London, EC2R 8AH.

"Charged Property" means all the assets and undertaking of a 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 or any Mortgage.

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Effective Time" means the time at which article 3 of the Second Transfer Order comes into force.

"Facility Agent" means the Bank in its capacity as facility agent.

"Finance Documents" means collectively the Loan Agreement, the PIK Interest Agreement, the Indemnity and Cost Recovery Deed, the First Debenture, the Second Debenture, the Third Debenture, the First Composite Debenture, the Second Composite Debenture, the Debenture, the Guernsey Security Documents, the Amendment and Restatement Deed and any other document or deed entered into between the Lender and/or the Facility Agent, the Security Trustee and Northern Rock plc in respect of any of the foregoing or referred to therein or the transactions contemplated hereby or thereby, and any other document designated as a "Finance Document" by the Lender and/or the Facility Agent and Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company Number: 03273685), and **"Finance Document"** means any one of them.

"Finance Party" means the Bank, HMT, the Lender, the Facility Agent or the Security Trustee and

"Finance Parties" means all of them referred to collectively.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form MG01 - continuation page 5 of 8

S.M.N.E Limited (Company Number: 02296339)

"First Composite Debenture" means the debenture dated 10 December 2007 (as amended on 1 May 2008 and as further amended by the Amendment and Restatement Deed) and made between the Chargors and the Security Trustee pursuant to which each Chargor created first ranking fixed and floating security over its assets in favour of the Security Trustee.

"First Debenture" means the debenture dated 9 October 2007 (as amended on 7 December 2007 and 1 May 2008 and as further amended by the Amendment and Restatement Deed) and made between Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) and the Security Trustee pursuant to which Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) created first ranking fixed and floating security over its assets in favour of the Security Trustee.

"Group" means Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) and its Subsidiaries from time to time but, except as otherwise expressly provided, excluding NORMIC.

"Guarantor" means each of the companies listed in schedule 1 (*List of Guarantors as at the Effective Time*) to the Loan Agreement as guarantors and each other member of the Group which accedes to the Loan Agreement pursuant to a Guarantor Accession Deed and **"Guarantors"** means all of them referred to collectively.

"Guarantor Accession Deed" means a guarantor accession deed in form and substance satisfactory to the Lender.

"Guernsey Security Documents" means (i) the security interest agreement dated 11 February 2008, as amended and supplemented by a supplemental agreement dated on or around 3 December 2009 and as further amended with effect from the Effective Time, made between Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) as chargor and the Security Trustee and creating first ranking security over the shares and related rights in NORMIC, (ii) the security interest agreement dated 28 August 2008, as amended and supplemented by a supplemental agreement dated on or around 3 December 2009 and as further amended with effect from the Effective Time, made between Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) as chargor, the Lender and the Security Trustee and creating second ranking security over the shares and related rights in NORMIC, and (iii) the security interest agreement dated on or around 7 December 2009 and made between Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) as chargor, the Lender and the Security Trustee, creating third and first ranking security over the shares and related rights in NORMIC with effect from the Effective Time.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form MG01 - continuation page 6 of 8

S.M.N.E Limited (Company Number: 02296339)

"HMT" means the Commissioners of Her Majesty's Treasury.

"**Indemnity and Cost Recovery Deed**" means the indemnity and cost recovery deed dated 9 October 2007, as amended on 18 December 2007 and as amended and restated on 28 August 2008 and as further amended and restated with effect from the Effective Time, made between the Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) and the Finance Parties

"**Insurance Policy**" means each policy of insurance relating to the Real Property (whether acquired before or after the date of this Debenture) which may from time to time be subject to the fixed charge or standard security created pursuant to clause 3.1 (*Fixed Charges*) of the Debenture or any Mortgage and "**Insurance Policies**" means all of them referred to collectively.

"**Lender**" means HMT in their capacity as lender.

"**Loan Agreement**" means the sterling loan agreement originally dated 14 September 2007, 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, as novated, amended and restated on 28 August 2008, as further amended on 30 December 2008, 24 June 2009 and 29 October 2009 and as further amended and restated with effect from the Effective Time, and as may be further amended, restated, varied, novated or supplemented from time to time.

"**Mortgage**" means a mortgage or legal charge in respect of all or any part of the Real Property located in England and Wales (whether acquired before or after the date of the Debenture) entered into in accordance with clause 6.1 (*Further Assurance: General*) substantially in the form of schedule 4 (*Form of Legal Mortgage*) and a legal charge or standard security in respect of all or any part of the Real Property located in Scotland (whether acquired before or after the date of the Debenture entered into in accordance with clause 6.1 (*Further Assurance: General*) in such form as the Security Trustee may approve in its absolute discretion.

"**NORMIC**" means Northern Rock Mortgage Indemnity Company Limited.

"**PIK Interest Agreement**" means the PIK Interest Agreement dated 9 October 2007, as amended on 11 February 2008, 17 March 2008 and 1 May 2008, as novated, amended and restated on 28 August 2008 and as further amended and restated with effect from the Effective Time, made between Northern Rock plc proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) and certain of the Finance Parties.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form MG01 - continuation page 7 of 8

S.M.N.E Limited (Company Number: 02296339)

"Real Property" means:

- (A) any freehold, heritable, leasehold or immovable property of each Chargor (including the following leasehold property located in England and Wales specified in Schedule 2 (*Details of Real Property*) of the Debenture: the L/H Property at Gosforth, Newcastle Upon Tyne (TY480821));
- (B) any buildings, fixtures, fittings, fixed plant or machinery of each 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; and
- (C) all Related Rights.

"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.

"Related Rights" means, in relation to any asset:

- (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.

"Second Composite Debenture" means the debenture dated 28 August 2008 (as amended by the Amendment and Restatement Deed) and made between the Chargors and the Security Trustee pursuant to which each Chargor created second ranking fixed and floating security over its assets in favour of the Security Trustee.

"Second Debenture" means the debenture dated 28 August 2008 (as amended by the Amendment and Restatement Deed) and made between Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) and the Security Trustee pursuant to which Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) created second ranking fixed and floating security over its assets in favour of the Security Trustee.

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Form **MG01** - continuation page 8 of 8

S.M.N.E Limited (Company Number: 02296339)

"Second Transfer Order" means the Northern Rock plc Transfer Order 2009.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Bank, the Facility Agent, the Lender and HMT.

"Security" means any mortgage, sub-mortgage, security assignment, standard security, charge, sub-charge, pledge, lien, right of set-off or other security interest or encumbrance securing any obligation of any kind however created and arising and including anything analogous to any of the foregoing under the laws of any jurisdiction and any other agreement or arrangement having a similar effect.

"Shares" means all of the shares in each subsidiary of a Chargor held by, to the order or on behalf of that Chargor at any time.

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

"Third Debenture" means the debenture dated on or around 7 December 2009 and made between Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) and the Security Trustee pursuant to which Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685) has created, with effect from the Effective Time, third and first ranking fixed and floating security over its assets in favour of the Security Trustee.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2296339
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2009 AND CREATED BY S.M.N.E. LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO
THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND
(THE SECURITY TRUSTEE) (WHETHER FOR ITS OWN ACCOUNT
OR AS TRUSTEE FOR THE SECURED PARTIES) OR ANY OF THE
OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 15 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2009

DT
&J



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES