

# M

CHFP025

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write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

116

03273685

Name of company

\* Northern Rock PLC (the "**Company**")

Date of creation of the charge

28 August 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Charge dated 28 August 2008 (the "**Deed**") between the Company and  
the Governor and Company of the Bank of England (the "**Security Trustee**")

Amount secured by the mortgage or charge

All monies, liabilities and obligations whatsoever, present and future and  
whether actual or contingent, which from time to time become due, owing or  
payable by the Company to the Finance Parties and/or any Receiver under the  
Deed or any other Finance Document or any other documents evidencing or  
securing any such liabilities (the "**Secured Obligations**").

All capitalised terms used in the Form 395 shall have the meaning given to  
them in Schedule 2 unless defined within this Form 395

Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of England,  
Threadneedle Street, London as Security Trustee

Postcode EC2R 8AH

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

via CH London Counter

Time critical reference

906172/70-40328461/LYC

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



LD3

"L164L301"

10/09/2008

61

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

For short particulars of all the property charged please see Schedule 1 attached to this Form 395.

Please do not write in this margin

**Please complete legibly, preferably in black type, or bold block lettering**

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP

Date 10 September 2008

On behalf of ~~[company]~~ [mortgagee/chargee] †

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)*

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

## **SCHEDULE 1**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

#### **1 SECURITY**

##### **English Mortgage Loans and English Related Security**

- 1 1 Subject to the subsisting rights of redemption of the relevant Underlying Obligors, the Company by way of first fixed security for the payment or discharge of the Secured Obligations has charged to and in favour of the Security Trustee all of its right, title, interest and benefit, existing now or in the future, in the English Mortgage Loans and English Related Security, including, without limitation, 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 English Mortgage Loans and English Related Security or the unpaid part thereof and the interest due or to become due thereon,
  - (b) all covenants with and undertakings and obligations to the Company contained within each English Mortgage Loan and English Related Security together with the right to sue thereon, and the right to exercise all powers of the Company in relation to each Mortgage Loan and English Related Security,
  - (c) the Mortgage Files, all correspondence with the Underlying Obligors and all other records, data and information relating to each English Mortgage Loan and English Related Security; and
  - (d) all the estate, right and interest in and to the related English Properties vested in the Company,

##### **The Scottish Mortgage Loans and Scottish Related Security**

- 1 2 Subject to the subsisting rights of redemption of the relevant Underlying Obligors, the Company, with absolute warrandice, has undertaken to the Security Trustee and has bound and obliged itself to execute and deliver such documents, and in such form, and to take such other steps as the Security Trustee shall reasonably consider necessary to enable the Security Trustee to perfect a first ranking heritable security over the Scottish Mortgage Loans including, without limitation the Scottish Related Security and all sums secured thereby.
- 1 3 The Company as holder of the beneficial interest therein and with absolute warrandice, and subject to the proviso for redemption hereinafter contained, has assigned to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Company's whole right title and interest, present and future, in and to the whole of the Scottish Mortgage Loans and the Scottish Related Security,

surrogating and substituting the Security Trustee in its full right and place therein and thereto.

#### **Northern Irish Mortgage Loans and Northern Irish Related Security**

1 4 Subject to the subsisting rights of redemption of the relevant Underlying Obligors, the Company, by way of first fixed security for the payment or discharge of the Secured Obligations, as beneficial owner and if appropriate as the registered owner or as the person entitled to be registered as owner of the Northern Irish Mortgage Loans has charged to the Security Trustee by way of first fixed security all of its right, title, interest and benefit, existing now or in the future, in the Northern Irish Mortgage Loans and Northern Irish Related Security, including, without limitation, 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 Northern Irish Mortgage Loans and Northern Irish Related Security or the unpaid part thereof and the interest due or to become due thereon;
- (b) all covenants with and undertakings and obligations to the Company contained within each Northern Irish Mortgage Loan and Northern Irish Related Security together with the right to sue thereon, and the right to exercise all powers of the Company in relation to each Northern Irish Mortgage Loan and Northern Irish Related Security,
- (c) the Mortgage Files, all correspondence with the Underlying Obligors and all other records, data and information relating to each Northern Irish Mortgage Loan and Northern Irish Related Security, and
- (d) all the estate, right and interest in and to the related Northern Irish Properties vested in the Company

#### **Company Accounts**

1 5 The Company as beneficial owner and by way of first fixed security for the payment or discharge of the Secured Obligations has charged to and in favour of the Security Trustee (but subject to and then only to extent permitted by any document or agreement or contractual term binding upon it in relation to or in connection with any such Company Account) all of its right, title, interest and benefit, existing now or in the 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 Company Accounts and any right to receive the proceeds thereof or any interest therein (including any interest under any trust or other entitlement to the money in any such account) and any other bank account in which the Company may at any time acquire any right, title, interest or benefit and each debt represented by those amounts, including all interest accrued and other moneys received in respect thereof

Save as otherwise agreed by the Security Trustee, no payments shall be made out of the Company Accounts without the prior consent of the Security Trustee

### **Insurance Policies**

1 6 The Company by way of first fixed security for the payment or discharge of the Secured Obligations has assigned to and in favour of the Security Trustee

- (a) subject to the subsisting rights of redemption of the relevant Underlying Obligors, all its right, title, interest and benefit in the relevant Life Policies (if any) relating to the Mortgage Loans including for the avoidance of doubt the benefit of, and the right to sue on, all covenants with and undertakings and obligations to the Company in or relating to each related charge or assignment to which the Company has the benefit (if any) and the right to exercise all powers of the Company in relation to each such charge or assignment (if any);
- (b) all its right, title, interest and benefit in the Third Party Buildings Policies arranged by the Company in respect of the Mortgage Loans including for the avoidance of doubt the benefit of, and the right to sue on, all covenants with and undertakings and obligations to the Company in or relating to each related charge or assignment to which the Company has the benefit (if any) and the right to exercise all powers of the Company in relation to each such charge or assignment (if any),
- (c) all its right, title and interest in any Contingency Policy (if any) arranged by the Company in respect of the Mortgage Loans including for the avoidance of doubt the benefit of, and the right to sue on, all covenants with and undertakings and obligations to the Company in or relating to each related charge or assignment to which the Company has the benefit (if any) and the right to exercise all powers of the Company in relation to each such charge or assignment (if any), and
- (d) all its causes and rights of action (if any) 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 Related Security or affecting the initial decision to advance any such Mortgage Loan

### **Interest in the Mortgage Trust**

1 7 The Company by way of first fixed security for the payment or discharge of the Secured Obligations has charged to and in favour of the Security Trustee all of its right, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Interest in the Mortgage Trust including, without any limitation, any distributions, proceeds or benefits received by the Company in relation to the Interest in the Mortgage Trust.

The Company shall not agree to or otherwise permit the sale, disposal, assignment, discharge, release, variation or any other dealing in respect of its Interest in the Mortgage Trust without the consent of the Security Trustee

#### **Notes Sale Proceeds**

- 1 8 The Company by way of first fixed security for the payment or discharge of the Secured Obligations has assigned and charged to and in favour of the Security Trustee all of its rights, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Notes Sale Proceeds

#### **Contractual Rights**

- 1 9 The Company as beneficial owner and by way of first fixed security for the payment or discharge of the Secured Obligations has assigned to and in favour of the Security Trustee all of its right, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Assigned Contractual Rights, including

- (a) all of its rights to receive payment of any amounts which may become payable to it pursuant to or with respect to such Assigned Contractual Rights;
- (b) all moneys received by it pursuant to or with respect to such Assigned Contractual Rights;
- (c) all its rights to give notices and/or make demands pursuant to such Assigned Contractual Rights and/or to take the steps which are required to cause payments to become due and payable thereunder or with respect to such Assigned Contractual Rights;
- (d) all of its rights of action in respect of any breach of or default in respect of such Assigned Contractual Rights, and
- (e) all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Assigned Contractual Rights

#### **Sub-charges**

- 1 10 Without prejudice to the charges contained in 1 1 (*English Mortgage Loans and English Related Security*) above and to the extent that no charge created by that clause is (if the Security Trustee were so to require) capable of registration at the Land Registry of England and Wales as a sub-charge, the Company, in exercise of the power conferred by section 23(2)(b) of the LRA 2002, by way of security for the payment or discharge of those Secured Obligations comprising an obligation or liability to pay money has charged at law in favour of the Security Trustee all indebtedness secured by each registered charge of which it is registered as proprietor at the Land Registry of England and Wales including without limitation those registered against the title numbers set out in the Mortgage Portfolio Letter

- 1.11 Without prejudice to the charges contained in 1.4 (*Northern Irish Mortgage Loans and Northern Irish Related Security*) above and to the extent that no charge created by that clause is (if the Security Trustee were so to require) capable of registration at the Registry of Deeds of Northern Ireland as a sub-charge, the Company by way of security for the payment or discharge of those Secured Obligations comprising an obligation or liability to pay money has charged at law in favour of the Security Trustee all indebtedness secured by each registered charge of which it is registered as proprietor at the Registry of Deeds of Northern Ireland including without limitation those registered against the title numbers set out in the Mortgage Portfolio Letter.

**2 FLOATING CHARGE**

If, and to the extent, that any of the charges over assets effected in or pursuant to 1.1 (*English Mortgage Loans and English Related Security*) to 1.11 (*Sub-Charges*) (inclusive) above do not operate as fixed charges they shall operate as floating charges

**3 FURTHER ASSURANCE**

The Deed contains covenants for further assurance.

**4 NEGATIVE PLEDGE PROVISION**

Under the terms of the Loan Agreement, the Company has agreed that it shall not, save as otherwise permitted pursuant to the Loan Agreement or any other Finance Document, create or permit to subsist any Security Interest, over any of the Company Charged Property

## SCHEDULE 2

### DEFINITIONS

**"9 October Debenture"** means the debenture dated 9 October 2007 and as amended on 1 May 2008 between the Company and the Security Trustee pursuant to which the Company created fixed and floating security over its assets in favour of the Security Trustee

**"Assigned Contract"** means any contract, including any relating to the servicing or administration of the Mortgage Loans, which the Security Trustee and the Company agree from time to time should be an "Assigned Contract" for the purposes of the Finance Documents

**"Assigned Contractual Rights"** means the right, title, interest and benefit of the Company under each Assigned Contract to which the Company is a party or in respect of which it has the benefit

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

**"Cash Sweep Account"** has the meaning given to it in the Loan Agreement.

**"Company Accounts"** means any Mortgage Collection Account and Cash Sweep Account established pursuant to the Loan Agreement, or any other bank account of the Company or in respect of which the Company at any time has an interest which the Security Trustee and the Company agree should be a "Company Account" for the purposes of the Finance Documents (including any renumbering or redenomination of any such account from time to time)

**"Company Charged Property"** means the whole of the right, title, benefit and interest of the Company in the property, assets and rights of the Company over which security is created by or pursuant to the Deed including, without limitation, the Mortgage Loans, the Related Security, the Assigned Contracts, the Company Accounts, the Interest in the Mortgage Trust and the Note Sale Proceeds.

**"Composite Debenture"** means the debenture dated 10 December 2007 and as amended on 1 May 2008 between the Guarantors and the Security Trustee pursuant to which each Guarantor created fixed and floating security over its assets in favour of the Security Trustee.

**"Contingency Policy"** means any insurance policy described as a contingency policy, mortgage indemnity guarantee policy, restrictive covenant policy, or payment protection policy (other than a Third Party Buildings Policy) and any other insurance contract of similar effect in replacement, addition or substitution for such policy from time to time relating to a Mortgage Loan.

**"Debenture"** means the debenture dated the Fourth Effective Date between the Guarantors, the Security Trustee and the Lender pursuant to which the Company created fixed and floating security over its assets in favour of the Security Trustee.

**"English Mortgage Loan"** means a Mortgage Loan in relation to an English Property.



**"English Property"** means a freehold or long leasehold residential property in England or Wales that is secured by a Mortgage

**"English Related Security"** means the Related Security in respect of an English Mortgage Loan.

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

**"Fourth Effective Date"** means 28 August 2008

**"Finance Document"** means collectively the Loan Agreement, the Deed, the Indemnity and Cost Recovery Deed, the 9 October Debenture, the Debenture, the Composite Debenture, the Second Composite Debenture, the Guernsey Security Documents, the Mortgage Portfolio Letter, the Services Deed, the Novation and Amendment Deed and any other document or agreement entered into between the Lender and/or the Security Trustee and the Company 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 the Company and 'Finance Document' means any one of them

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

**"Group"** means the Company and its Subsidiaries from time to time

**"Guarantor"** means a member of the Group which has acceded hereto as a guarantor pursuant to a Guarantor Accession Agreement

**"Guarantor Accession Agreement"** means a guarantor accession deed in form and substance acceptable to the Lender.

**"Guernsey Security Documents"** means (i) the security interest agreement dated 11 February 2008 between the Company as chargor, the Security Trustee and David Johnson as nominee relating to the shares and related rights in Northern Rock Mortgage Indemnity Company Limited, (ii) the security interest agreement dated 14 February 2008 between the Company as chargor, the Security Trustee and BNTB Nominees (Guernsey) Limited as nominee relating to the shares and related rights in Northern Rock (Guernsey) Limited, (iii) the security interest agreement dated the Fourth Effective Date between the Company as chargor, the Lender, the Security Trustee and David Johnson as nominee relating to the shares and related rights in Northern Rock Mortgage Indemnity Company Limited and (iv) the security interest agreement dated the Fourth Effective Date between the Company as chargor, the Lender, the Security Trustee and BNTB Nominees (Guernsey) Limited as nominee relating to the shares and related rights in Northern Rock (Guernsey) Limited

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

**"Indemnity and Cost Recovery Deed"** means the indemnity and costs recovery deed originally dated 9 October 2007 between the Bank, the Company and HMT as amended on 18 December 2007 and as amended by or pursuant to the Novation and Amendment Deed

**"Interest in the Mortgage Trust"** means the whole of the right, title, benefit and interest of the Company in, to, under or in respect of the Mortgage Trust both in the Company's capacity as beneficiary under the Mortgage Trust and otherwise and including, without limitation, the Company's right, title, benefit and interest in, to, under or in respect of the property held by the Mortgage Trust from time to time to the extent that such, right, title, benefit, interest or distribution is referable to the Mortgage Loans held by the Mortgage Trust

**"Land Registry"** means in relation to English Property, the Land Registry of England and Wales, in relation to Scottish Property the Registers of Scotland and, in relation to Northern Irish Property the Registry of Deeds of Northern Ireland

**"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

**"Life Policy"** means any insurance policy described as such and any other insurance contract of similar effect in replacement, addition or substitution for such policy from time to time relating to a Mortgage Loan

**"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

**"Mortgage"** means, in relation to a Mortgage Loan, the charge by way of legal mortgage in England and Wales and Northern Ireland, and a Standard Security in Scotland over the relevant Property securing such Mortgage Loan and any legal mortgage or Standard Security in replacement, addition or substitution thereof.

**"Mortgage Collection Account"** means any account (other than the Cash Sweep Account) into which any payments or other funds are, or shall be received, by or for the account of the Company or any member of the Group in relation to the Mortgage Portfolio.

**"Mortgage Conditions"** means, in relation to a Mortgage Loan and Mortgage, the loan agreement, the mortgage deed and any incorporated terms and conditions applying to them, or either of them

**"Mortgage File"** means all forms, agreements, records, correspondence, title deeds and other documentation in relation to the Mortgage Loans and the Related Security

**"Mortgage Loan"** means the aggregate of all advances made to an Underlying Obligor by way of loan which are secured or intended to be secured by a Mortgage and which are from

time to time outstanding to the Company (as a lender thereunder) as specified in the Mortgage Portfolio Letter

**"Mortgage Portfolio"** means all of the Mortgage Loans which are from time to time subject to the security created by or pursuant to the Deed over the Company Charged Property.

**"Mortgage Portfolio Letter"** means the letter agreed by the Bank and the Company dated 19 September 2007 and as re-issued pursuant to the Novation and Amendment Deed as the "Second Mortgage Portfolio Letter", inter alia, identifying the Mortgage Portfolio and containing the Company's representations, warranties and undertakings in relation to the Mortgage Portfolio, and including any further letter between the Lender and the Company expressed to be supplemental to the Mortgage Portfolio Letter

**"Mortgage Trust"** means any trust to which, upon the written consent of the Security Trustee, the Mortgage Loans may be assigned by the Company and under which the Company is a beneficiary

**"Mortgage Trustee"** means the trustee from time to time of the Mortgage Trust.

**"Northern Irish Mortgage Loan"** means a Mortgage Loan in relation to a Northern Irish Property

**"Northern Irish Property"** means a freehold or long leasehold or fee farm grant of residential property located in Northern Ireland that is secured by a Mortgage

**"Northern Irish Related Security"** means the Related Security in respect of a Northern Irish Mortgage Loan

**"Notes"** means the notes or other securities from time to time issued to the Company that are referable to or in respect of the Mortgage Loans including any such notes or other securities issued pursuant to any securitisation issue involving the Mortgage Trustee.

**"Notes Sale Proceeds"** means the right to receive the proceeds of sale of Notes which have been sold to third parties

**"Novation and Amendment Deed"** means the novation and amendment deed dated the Fourth Effective Date between the Bank in its capacities as the existing lender, Facility Agent and Security Trustee, HMT in its capacity as the new lender, the Company and each Guarantor and by or pursuant to which, among other things, the rights and obligations of the existing lender under the Finance Documents have been transferred to the new lender

**"Property"** means the English Property, Northern Irish Property and Scottish Property upon which Mortgage Loans are secured

**"Registers of Northern Ireland"** means the Land Registry of Northern Ireland and/or the Registry of Deeds, Belfast.

**"Registers of Scotland"** means the Land Register of Scotland and/or the General Register of Sasines

**"Receiver"** means any person or persons (being a licensed insolvency practitioner), who is appointed by the Security Trustee to be a receiver of the Company Charged Property whether acting individually, jointly, or jointly and severally, as the Security Trustee may determine

**"Related Security"** means in relation to a Mortgage Loan, the Mortgage relating thereto and all other collateral security for all moneys payable under such Mortgage Loan including any relevant guarantees, deeds of consent, deeds of postponement, Marital Homes Act documentation and any other documents relating to the Mortgage Loan, together with any rights against any person or persons in connection with the origination and completion of such Mortgage Loan

**"Scottish Mortgage Loan"** means a Mortgage Loan in relation to a Scottish Property

**"Scottish Property"** means a heritable or long lease residential property located in Scotland that is secured by a Mortgage

**"Scottish Related Security"** means the Related Security in respect of a Scottish Mortgage Loan

**"Second Composite Debenture"** means the debenture dated the Fourth Effective Date between the Guarantors, the Security Trustee and the Lender pursuant to which each Guarantor created fixed and floating security over its assets in favour of the Security Trustee

**"Security Interest"** means any mortgage, sub-mortgage, security assignment, standard security, charge, sub-charge, pledge, lien, right of set-off or other encumbrance or security interest of any kind, however created or arising, including anything analogous to any of the foregoing under the laws of any jurisdiction

**"Services Deed"** means the services deed originally dated 9 October 2007 between the Bank and the Company and as amended on 18 December 2007, 22 January 2008 and 11 February 2008 and as novated and amended by or pursuant to the Novation and Amendment Deed

**"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

**"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

**"Third Party Buildings Policy"** means any insurance policy described as such and any other insurance contract of similar effect in replacement, addition or substitution for such policy from time to time relating to a Mortgage Loan

**"Underlying Obligor"** means, in relation to a Mortgage Loan, the person named as the borrower in the relevant Mortgage Conditions, or any other person from time to time assuming the obligations of the borrower to repay such Mortgage Loan or any part of it



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 3273685  
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 28  
AUGUST 2008 AND CREATED BY NORTHERN ROCK PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE FINANCE PARTIES AND/OR ANY RECEIVER  
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 10  
SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 SEPTEMBER  
2008

*HC well*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES