

MG01

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LASERFORM

Particulars of a mortgage or charge

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 reg-
ister particulars of a charge for a Sc
company. To do this, please use
form MG01s.

THURSDAY



LD5 10/12/2009 164
COMPANIES HOUSE

1 Company details

Company number 03273685
Company name in full Northern Rock PLC (the "Company")

For official use
20
→ **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 07/12/2009

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 Mortgage dated 7 December 2009 (the "Mortgage") granted by the Company in
favour of The Governor and Company of the Bank of England (the "Security
Trustee")

4 Amount secured

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

Amount secured All obligations which the Company 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, this 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) (the
"Secured Obligations").

See schedule 1 for definitions.

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

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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 /
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	Description of Property	Title Number
	Land and buildings on the east side of Locomotion Way, Killingworth /	TY430663 /
	2nd floor, Bulman House, Gosforth (office number 6)	TY263065
	1st floor annex, Bulman House, Gosforth, NE11 9YZ /	TY23024
	2nd floor annex, Bulman House, Gosforth, NE11 9YZ /	TY25088 /
	3rd floor, part of Bulman House, Gosforth, NE11 9YZ	TY23104 /
	Northern Rock House, Gosforth, NE3 4PL /	TY259778, TY337711 TY202933 TY102763 TY463985 TY268481
	1 Grayling Court, Doxford Park, SR3 3XG /	TY286932 /
	3 Grayling Court, Doxford Park, SR3 3XG /	TY286929
	Solar House, 7 Admiral Way, SR3 3XQ /	TY435046

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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

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 Clifford Chance 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 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 Andrew Hughes

Company name Clifford Chance LLP

Address

Post town

County/Region

Postcode E 1 4 5 J J

Country

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>SCHEDULE 1</p> <p>"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 9 October 2007 between the Bank and the Company;</p> <p>"Bank" means the Governor and Company of the Bank of England.</p> <p>"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;</p> <p>"Debenture" means the debenture dated 9 October 2007 and as amended on 7 December 2007 and 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;</p> <p>"Deed of Charge" means the deed of charge dated 14 September 2007 and as amended on 19 November 2007 and 1 May 2008 between the Bank (in its capacity as the existing lender) and the Company and as novated and amended by or pursuant to the Novation and Amendment Deed;</p> <p>"Effective Date" has the meaning given to it in the Amendment and Restatement Agreement;</p> <p>"Existing Lender" has the meaning given to it in the Loan Agreement.</p> <p>"Facility Agent" means the Governor and Company of the Bank of England.</p> <p>"Fourth Effective Date" has the meaning given to it in the Novation and Amendment Deed;</p> <p>"Finance Documents" means collectively the Loan Agreement, the PIK Interest Agreement, the Deed of Charge, the Indemnity and Cost Recovery Deed, the Debenture, the Second Debenture, the Composite Debenture, the Second Composite Debenture, the Guernsey Security Documents, the Mortgage Portfolio Letter, the Services Deed, the fee letter, 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;</p> <p>"Guarantor" has the meaning given to it in the Loan Agreement</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"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 on or about the date of the Loan Agreement 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 on or about the date of the Loan Agreement 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;</p> <p>"HMT" means the Commissioners of Her Majesty's Treasury;</p> <p>"Indemnity and Costs Recovery Deed" means the indemnity and costs recovery deed dated on or about the Effective Date 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;</p> <p>"Lender" means HMT;</p> <p>"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 may be further amended, varied, novated or supplemented from time to time;</p> <p>"Mortgage Loan" has the meaning given to it in the Deed of Charge;</p> <p>"Mortgage Portfolio" means all of the Mortgage Loans which are from time to time subject to the Security under the Deed of Charge and all of the Underlying Mortgage Loans which are from time to time subject to the Security under the Debenture and the Second Debenture;</p> <p>"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 (as defined in the Novation and Amendment Deed), <i>inter alia</i>, 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;</p> <p>"New Lender" has the meaning given to it in the Loan Agreement;</p> <p>"Novation and Amendment Deed" means the novation and amendment deed dated on or about 28 August 2008 between the Bank in its capacities as the existing lender, Facility Agent and Security Trustee, HM Treasury 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;</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"PIK Interest Agreement" means the PIK interest agreement dated on or about the Effective Date between the Bank and the Company as amended on 11 February 2008, 17 March 2008 and 1 May 2008 and as novated and amended by or pursuant to the Novation and Amendment Deed;</p> <p>"Second Debenture" means the debenture dated on 28 August 2008 made 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;</p> <p>"Second Composite Debenture" means the debenture dated on or prior to 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;</p> <p>"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;</p> <p>"Services Deed" means the services deed dated on or about the Effective Date 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; and</p> <p>"Underlying Mortgage Loans" has the meaning given to it in the Debenture.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3273685
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 7 DECEMBER
2009 AND CREATED BY NORTHERN ROCK PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE GOVERNOR AND COMPANY OF THE BANK OF
ENGLAND (WHETHER FOR ITS OWN ACCOUNT OR AS
TRUSTEE FOR THE SECURED PARTIES) OR ANY OF THE
OTHER SECURED PARTIES 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 10 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 DECEMBER
2009

DX 1144



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES