

# MG01

## Particulars of a mortgage or charge



000030/13

**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**

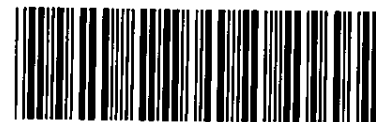
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



**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



\*LW0M6FTH\*

LD5

15/12/2009

28

COMPANIES HOUSE

**1**

### Company details

Company number

0 3 2 7 3 6 8 5

Company name in full

Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc  
on or around 31 December 2009) (the "Chargor")

For official use  
22

→ **Filing 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

Third security interest agreement dated 7 December 2009 (the "Security Interest Agreement") relating to shares in the capital of the Company between the Chargor, The Governor and Company of the Bank of England as security trustee for the secured parties (the "Security Trustee") and the Commissioners of Her Majesty's Treasury ("HMT"), which has effect from the Effective Time.

Please see attached continuation pages for defined terms.

**4**

### Amount secured

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

Amount secured

All obligations which each Obligor 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 Security Interest Agreement) 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 Liabilities").

#### Continuation page

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

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## 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 *Clifford Chance LLP* X

On behalf of the Security Trustee

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

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## 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 England

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](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)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Form <b>MG01</b> - continuation page 1 of 4</p> <p>Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (Company Number: 03273685)</p> <p>Pursuant to clause 2.1 (<i>Security Interests</i>) of the Security Interest Agreement:</p> <p>The Chargor covenants to the Security Trustee (for and on behalf of the Secured Parties) the payment, performance and discharge of the Secured Liabilities and the performance and observance of the Chargor's obligations to the Secured Parties (or any one or more of them) on their respective due dates and, as a continuing security to the Security Trustee (as trustee for the Secured Parties) for such payment, discharge, performance and observance, the Chargor hereby, with the intention of creating a security interest pursuant to the provisions of the Law in favour of the Security Trustee in the Collateral:</p> <ul style="list-style-type: none"> <li>(a) assigns, transfers and otherwise makes over to the Security Trustee or its nominee all its rights, title and interest in or to the Collateral, subject to any prior rights therein arising under the Original Security Interest Agreement or Second Security Interest Agreement; and</li> <li>(b) agrees that, in so far as the Chargor shall not have assigned, transferred or otherwise made over to the Security Trustee or its nominee title to the Collateral, the Security Trustee or its nominee shall have possession of the certificates relating to such Collateral;</li> </ul> <p>such security to be held by the Security Trustee on trust for itself and the Secured Parties.</p>

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## 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

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Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009)  
(Company Number: 03273685)

Restrictions on and covenants given by the Chargor which protect and further define the property mortgaged or charged pursuant to the Security Interest Agreement:

#### 1. FURTHER ASSURANCE

The Security Interest Agreement contains covenants for further assurance.

#### 2. NEGATIVE PLEDGE

Subject to any prior rights arising under the Original Security Interest Agreement or the Second Security Interest Agreement, the Chargor undertakes to the Security Trustee that during the subsistence of the Security Interest Agreement except with the prior written consent of the Security Trustee or as permitted pursuant to the Loan Agreement:

- (A) the Chargor shall not agree or attempt to at any time, create, grant, extend or permit to subsist any Security Interest, right of set-off, option to purchase or other similar rights whatsoever on, over or affecting all or any part of the Collateral or any rights in relation to it, other than those that may from time to time subsist under the Original Security Interest Agreement or Second Security Interest Agreement. The prohibition in this paragraph shall apply to any Security Interest, right of set-off, option to purchase or other similar right which ranks or purports to rank in point of security in priority to, *pari passu* with, or subsequent to, the security interests constituted (or intended to be created) under the terms of the Security Interest Agreement.

#### 3. NO DISPOSAL

The Security Interest Agreement contains covenants not to dispose of the Collateral.

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## Particulars of a mortgage or charge

6	<p><b>Short particulars of all the property mortgaged or charged</b></p> <p>Please give the short particulars of the property mortgaged or charged.</p>
Short particulars	<p>Form MG01 - continuation page 3 of 4</p> <p>Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (Company Number: 03273685)</p> <p style="text-align: center;"><b>DEFINITIONS</b></p> <p><b>"Charged Property"</b> means the assets listed in schedule 1 to the Security Interest Agreement (the 35,000,000 ordinary shares of £1.00 each in the Company) and any and all further shares in the capital of the Company of which the Chargor may be or become the legal and/or beneficial owner from time to time.</p> <p><b>"Collateral"</b> means the <u>Charged Property</u>, all <u>Derivative Assets</u> and all other property at any time subject to any security interest created under the Security Interest Agreement.</p> <p><b>"Company"</b> means Northern Rock Mortgage Indemnity Company Limited, a company incorporated in Guernsey, registered under number 28379 and with its registered office at 4th Floor, The Albany, South Esplanade, St Peter Port, Guernsey, and whose shares or other securities are the subject of the security created under the Security Interest Agreement.</p> <p><b>"Derivative Asset"</b> means <u>any dividend, distribution, interest on dividends and distributions, stock, share or other security, right, money or other intangible moveable property</u> at any time after the date of the Security Interest Agreement derived from or accruing, offered or created in relation to, or issued in substitution for, all or any part of the Charged Property (whether by way of redemption, bonus preference, option, substitution, conversion or otherwise).</p> <p><b>"Effective Time"</b> means the time at which Article 3 of the Second Transfer Order comes into force.</p> <p><b>"Finance Documents"</b> means the Finance Documents under and as defined in the Loan Agreement.</p> <p><b>"Law"</b> means the Security Interests (Guernsey) Law, 1993.</p> <p><b>"Lender"</b> means HMT in their capacity as a Secured Party.</p> <p><b>"Loan Agreement"</b> means the sterling loan agreement 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) made between, amongst others, the Chargor, the Security Trustee and the Lender.</p> <p><b>"Obligors"</b> means Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (company number: 03273685), 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, S.M.N.E Limited, Northern Rock Syndications Limited and Northern Rock Trustees Limited and <b>"Obligor"</b> means any one of them.</p>

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Form MG01 - continuation page 4 of 4</p> <p>Northern Rock plc (proposed to be renamed Northern Rock (Asset Management) plc on or around 31 December 2009) (Company Number: 03273685)</p> <p><b>"Original Security Interest Agreement"</b> means the security interest agreement entered into by the Chargor in favour of the Security Trustee on 11 February 2008, as supplemented and amended by a supplemental agreement dated on or around 3 December 2009.</p> <p><b>"PIK Interest Agreement"</b> means the PIK Interest Agreement under and as defined in the Loan Agreement.</p> <p><b>"Second Security Interest Agreement"</b> means the security interest agreement entered into by the Chargor in favour of the Security Trustee on 28 August 2008 and to which the Lender is party, as supplemented and amended by a supplemental agreement dated on or around 3 December 2009.</p> <p><b>"Second Transfer Order"</b> has the meaning given to it in the Loan Agreement.</p> <p><b>"Security Interest"</b> means any lien, charge, bond, mortgage, pledge, assignment, hypothecation, title retention, security interest, equitable interest, trust arrangement or any other agreement or arrangement of any kind having the effect of creating security.</p> <p><b>"Secured Parties"</b> means the Secured Parties under and as defined in the Loan Agreement.</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. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A THIRD SECURITY INTEREST  
AGREEMENT DATED 7 DECEMBER 2009 AND CREATED BY  
NORTHERN ROCK PLC FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM EACH OBLIGOR 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  
St



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES