

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

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

CHFP025

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write in  
this margin

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

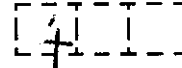
\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04414548

Name of company

\* Equity Release Funding (No.2) Plc (the "Issuer")

Date of creation of the charge

21 December 2005

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

See continuation sheet 1.

Amount secured by the mortgage or charge

See continuation sheet 2.

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

See continuation sheet 3.

Postcode

Presentor's name address and  
reference (if any):

Maclay Murray & Spens  
3 Glenfinlas Street,  
Edinburgh  
EH3 6AQ

MPF/CPD/AVI/6/383

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



PMO  
COMPANIES HOUSE

SGT BLUEFBMX  
COMPANIES HOUSE

10/1/06

1214  
29/12/05

Short particulars of all the property mortgaged or charged

See continuation sheet 4.

(see fax attached)

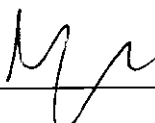
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legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 29/12/05

On behalf of ~~XXXXXX~~ [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 situate 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

## **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

Equity Release Funding (No.2) plc (the  
"Issuer")

04414548

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

Scottish Supplemental Assignment in Security dated 21 December 2005 between (1) the Issuer, (2) Citicorp Trustee Company Limited (the "Trustee"), (3) Norwich Union Equity Release Limited (the "Administrator"), (4) Norwich Union Equity Release Limited (the "Warehouse Loan Provider"), (5) Citibank, N.A (the "Interest Rate Swap Counterparty"), (6) Citibank, N.A (the "Termination Swap Counterparty") (7) Citibank, N.A. (the "Principal Paying Agent"), (8) Citibank, N.A. (the "Agent Bank"), (9) Barclays Bank plc (the "GIC Provider"), (10) Barclays Bank plc (the "Liquidity Facility Provider") and (11) Barclays Bank plc (the "Account Bank"), (the "Scottish Supplemental Assignment in Security")



## Continuation sheet 2

To the Registrar of Companies

Name of company

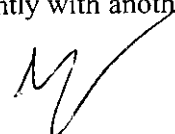
Company number

Equity Release Funding (No.2) plc (the  
"Issuer")

04414548

### Amount secured by the mortgage or charge

- (A) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer:
- (i) to or to the order of the Trustee and/or the Receiver under, pursuant to or in connection with the Scottish Assignment in Security or any of the other Transaction Documents at the time and in the manner provided therein, whether as principal or surety and whether or not jointly with another; and
  - (ii) under or in respect of the Notes, the Coupons and the Trust Deed at the time and in the manner provided therein, whether as principal or surety and whether or not jointly with another.
- (B) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Administrator in its capacity as such under or pursuant to the Administration and Cash Handling Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any other capacity including as Noteholder). Moneys due, owing or payable by the Issuer to the Administrator which have accrued in respect of any period prior to the termination of the appointment of NUERL as Administrator under the Administration and cash Handling Agreement shall continue to be due, owing or payable to NUERL in that capacity notwithstanding such termination.
- (C) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Swap Counter Party in its capacity as such under or pursuant to the Interest Rate Swap Agreement and the Termination Swap Agreement, or the Scottish Assignment in Security whether as principal or surety and whether (but for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any capacity including as Noteholder).
- (D) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the GIC Provider in its capacity as such under or pursuant to the Guaranteed Investment Contract, the Bank Account Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any other capacity including as Noteholder).
- (E) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to each Liquidity Facility Provider in each case in its capacity as such under or pursuant to the Liquidity Facility Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any other capacity including as Noteholder).
- (F) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Principal Paying Agent under or pursuant to the Agency Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not,



for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any capacity including as Noteholder).

- (G) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Account Bank in its capacity as such or pursuant to the Bank Account Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any other capacity including as Noteholder).
- (H) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Agent Bank under or pursuant to the Agency Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any capacity including as Noteholder).
- (I) All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to the Warehouse Loan Provider under or pursuant to the Warehouse Loan Agreement or the Scottish Assignment in Security, whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any other capacity including as Noteholder).
- (J) All monies and liabilities whatsoever which from time to time become due, owing or payable by the issuer to the Originator in its capacity as such under or pursuant to the Mortgage Sale Agreement or the Scottish Assignment in Security whether as principal or surety and whether or not jointly with another (but not, for the avoidance of doubt, any moneys or liabilities from time to time due, owing or payable to it in any other capacity including as Noteholder).

Unless otherwise defined Capitalised Terms used in this Form 395 are defined on continuation sheet 4 or within the Master Definitions and Construction Schedule.



Pursuant to Section 395 of the Companies Act 1985

### **Continuation sheet 3**

To the Registrar of Companies

Name of company

Company number

Equity Release Funding (No.2) plc (the  
"Issuer")

04414548

#### **Short particulars of all the property mortgages or charged**

The Issuer's whole right title, interest and benefit in and to the Scottish Trust Property and the Scottish Declaration of Trust including all rights to receive payment of any amounts which may become payable to the Issuer thereunder, all payment received by the Issuer thereunder including without limitation, all rights to serve notices and/or make demands thereunder and/or to take steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof (the "Assigned Rights")

#### **Names and addresses of the mortgagees or person entitled to the charge**

The Trustee as trustee for the Secured Creditors

## **Continuation sheet 4**

To the Registrar of Companies

Name of company	Company number
Equity Release Funding (No.2) plc (the "Issuer")	04414548

### **Definitions**

"Account Bank" means Barclays Bank or such other bank with which the Bank Accounts are for the time being held being a bank for the purposes of section 349 of the Tax Act and an Authorised Entity;

"Administration and Cash Handling agreement" means the administration and cash handling agreement dated the Closing Date and made between the Issuer, the Administrator, the Originator and the Trustee;

"Administrator" means NUERL or such other person as may from time to time be appointed as administrator of the Portfolio, subject to and in accordance with the Administration and Cash Handling Agreement;

"Agency Agreement" means the agency agreement dated the Closing Date between the Issuer, the Principal Paying Agent, the Agent Bank and the Trustee;

"Agent Bank" means the Citibank, N.A. or such other person or persons as may from time to time be appointed as agent bank, subject to and in accordance with the Agency Agreement;

"Bank Account Agreement" means the agreement dated the Closing Date between Barclays Bank, the Issuer, the Originator, the Administrator and the Trustee;

"Barclays Bank" means Barclays Bank PLC, whose registered office is at 54 Lombard Street, London EC3P 3AH.

"Borrower" means, in relation to a Loan, the individual or individuals specified as such in the relevant Mortgage Terms;

"Certificate of Title" means a certificate of title addressed to NUERL;

"Charged Property" means the whole of the undertaking of the Issuer and all its property, assets, rights and interests present and future that are subject of Security Interests created by the Issuer in favour of the Trustee pursuant to clause 3 of the Supplemental Deed of Charge and the Supplemental Scottish Assignment in Security;



"Class A1 Coupons" means, in respect of the Class A1 Notes, the bearer principal and interest coupons in or substantially in the form set out in Part D and Part E of the Schedule 1 to the Trust Deed, appertaining to the Definitive Class A1 Notes and includes, where applicable, the Talon(s) appertaining thereto and any replacements for Coupons and Talons issued pursuant to Condition 14;

"Class A1 Notes" means any of the Class A1 Mortgage Backed Floating Rate Notes due 2028 and/or further Class A1 Notes, as the case may be, and references to the Class A1 Notes shall, except where the context otherwise required, include the Conditions applicable thereto;

"Class A2 Coupons" means, in respect of the Class A2 Notes, the bearer principal and interest coupons in or substantially in the form set out in Part D and Part E of Schedule 1 of the Trust Deed, appertaining to the Definitive Class A2 Notes and includes, where applicable, the Talon(s) appertaining thereto and any replacement for Coupons and Talon issues pursuant to Condition 14;

"Class A2 Notes" means any of the 5.05 per cent. Class A2 Mortgage Backed Notes due 2033 and/or further Class A2 Notes, as the case may be, and reference to the Class A2 Notes shall, except where the context otherwise requires, include the Conditions applicable thereto;

"Class A3 Notes" means any of the 2.45 per cent Class A3 Mortgage Backed Limited Price Index Notes due 2023 and/or further Class A3 Notes, as the case may be, and reference to the Class A3 Notes shall, except where the context otherwise requires include the Conditions applicable thereto;

"Class B Notes" means any of the Class B Mortgage Backed Floating Rate Notes due 2038 and/or further Class B Notes, as the case may be, and references to the Class B Notes shall except where the context otherwise requires, include the Conditions applicable thereto;

"Class B Note Interest Rate Swap Agreement" means the interest rate swap in respect of the Class B Notes set out in a confirmation and made under an ISDA Master Agreement (including the Schedule thereto) entered into between the Swap Counterparty, the Issuer and the Trustee dated as or about the Closing Date;

"Closing Date" means the date of the closing of the issue of the Notes;

"Completion" means the completion of the sale and purchase of the Portfolio pursuant to and in accordance with Clause 5 of the Mortgage Sales Agreement;


"Conditions" means, in relation to the Notes, the terms and conditions applicable to the Notes in the form set out in Schedule 2 to the Trust Deed and, and in relation to any further Notes, the terms and conditions applicable thereto in the form set out or referred to in the supplemental deed relating thereto, as any of the same may from time to time be altered in accordance with the provisions of the Trust Deed and any reference in the Trust Deed or in any other Transaction Document to a particular numbered Condition shall be construed accordingly; reference to any particular numbered Condition shall be construed, in relation to any further Notes, as a reference to the provision (if any) in the Conditions thereof which corresponds to that particular Condition as applicable to the Notes;

"Contingent Building Insurance Policy" means the insurance provided to the Issuer by Norwich Union Insurance Limited;

"Corporate Services Agreement" means the agreement dated the Closing Date made between the Issuer, Holdco, SPV Management Limited and the Trustee;

"Corporate Services provider" means SPV Management Limited;

"Coupons" means the Class A1 Coupons, Class A2 Coupons, the Class A3 Coupons and Class B Coupons and any further Coupons appertaining to any further Notes that may from time to time be issued and, in each case, for the time being outstanding or, as the context may require, a specific number thereof, and includes any replacement Coupons issued pursuant to Condition 14;





"Deed of Charge" means the deed of charge to be entered into on the Closing Date made between the Issuer, the Trustee, the Swap Counterparty, the Administrator, the GIC Provider, the Principal Paying agent, the Agent Bank, the Account Bank, the Liquidity Facility Providers and the Corporate Services Provider;

"Definitive Class A1 Notes" means the bearer notes in definitive form which may be issued in respect of the Class A1 Notes pursuant to, and in the circumstances specified in, Clause 3 of the Trust Deed and includes any replacements for Definitive Class A1 Notes issued pursuant to Condition 14 and which are issued substantially in the form described in the Trust Deed and as set out in Part C of the Schedule 1 to the Trust Deed;

"Definitive Class A2 Notes" means the bearer notes in definitive form which may be issued in respect of the Class A2 Notes pursuant to, and in the circumstances specified in, Clause 3 of the Trust Deed and includes any replacements for Definitive Class A1 Notes issued pursuant to Condition 14 and which are issued substantially in the form described in the Trust Deed and as set out in Part C of the Schedule 1 to the Trust Deed;

"FA Charged Property" means the whole of the undertaking of the Issuer and all its property, assets, rights and interests present and future that are subject of Security Interests created by the Issuer in favour of the Trustee pursuant to clause 3 of the Supplemental Deed of Charge and the Supplemental Scottish Assignment in Security;

"FA Closing Date" means the date on which the Warehouse Loan Agreement, the Supplemental Administration and Cash Handling Agreement, the Supplemental Deed of Charge and the Supplemental Mortgage Sale Agreement are entered into;

"FA Secured Amounts" means any and all moneys and liabilities which the Issuer covenants to pay or discharge under clause 2 of the Supplemental Deed of Charge and all other amounts owed by it to the Secured Creditors and the FA Secured Creditors under and pursuant to the Transaction Documents;

"FA Secured Creditors" means the Warehouse Loan Provider, the Originator and any other person on whose behalf the Trustee holds the security created pursuant to the Supplemental Deed of Charge and the Supplemental Scottish Assignment in Security;

"FCRP Loans" means those Loans advanced under the Flexible Cash Release Plan;

"Flexible Cash Release Plan" means the equity release loan plan marketed by NUERL under the product name "Flexible Cash Release Plan" as more particular described in the relevant Product Specification;

"Further Advance" means, in relation to a Loan, any further advances of monies in addition to the relevant Borrower's Initial Loan;

"Further Loan" means, in relation to an Initial Loan in respect of which a Further Advance has been made, the Initial Loan together with the Further Advance;

"GIC Account" means the account in the name of the Issuer maintained with the GIC Provider pursuant to the Guaranteed Investment Contract (account number 80724467 sort code 20-19-90) or such additional or replacement account as may for the time being be in place;

"GIC Provider" means Barclays Bank or its successor or assignee and any provider of a replacement GIC Account;

"Guaranteed Investment Contract" means the guaranteed investment contract dated the Closing Date between the issuer, Barclays Bank, the GIC Provider and the Trustee;

"Holdco" means Equity Release Holdings Limited, a private limited company incorporated in England and Wales with registered number 4056288 and whose registered office is at 78 Cannon Street, London EC4P 5LN;

"ILCRP" means the Index-linked Cash Release Plan;



"ILCRP Loans" means those Loans advanced under the Index-linked Cash Release Plan;

"Initial Loan" means an FCRP Loan or and ILCRP Loan as relevant in respect of which no Further Advance has been made.

"Initial Portfolio" means the Loans and their Related Security to be sold to the Issuer under the Mortgage Sale Agreement on the Closing Date as identified in Part 1 of the Exhibit to the Mortgage Sale Agreement;

"Interest Rate Swap Agreement" means the interest rate swap in respect of the Class A1 Notes set out in a confirmation and made under an ISDA Master Agreement (including the Schedule thereto) entered into between the Swap Counterparty, the Issuer and the trustee dated on or about the Closing date;

"Liquidity Facility Agreement" means the agreement dated on or about the Closing Date between the Issuer, the Liquidity Facility Providers and the Trustee pursuant to which the Liquidity Facility Provider will agree to provide the Issuer, from time to time, with advances for the purposes specified therein, subject to and in accordance with the terms thereof;

"Liquidity Facility Providers" means Barclays Bank acting through its branch at 54 Lombard Street EC3V 9EX and Citibank acting through its branch at 5 Carmelite Street, London, EC4Y 0PA and/or such other bank or banks with at least the Requisite Rating which agrees to provide a liquidity facility to the Issuer on substantially similar terms to the Liquidity Facility Agreement and each a Liquidity Facility Provider;

"Liquidity Facility Reserve Account" means the accounts in England in the name of the Issuer (account number 90346640 and the related account number 30381764, sort code 20-19-90);

"Loans" means the loans from the Provisional Portfolio with an aggregate Outstanding Balance of approximately £394 million as at 28 February 2003 to be sold to the Issuer by the Originator on the Closing Date under the terms of the Mortgage Sale Agreement;

"Local Search Indemnity Insurance" means the local search indemnity policy number 9980CQ1470;

"Master Definitions and Construction Schedule" means the master definitions and construction schedule signed by Freshfields Bruckhaus Deringer and Slaughter and May on 30 March 2001, (as the same may be amended, varied or supplemented from time to time with the consent of the Issuer and the Trustee and all other parties to the Transaction Documents) and this Supplemental Assignment shall be construed in accordance with the constructions set out therein;

"MHA Documentation" means any affidavit consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 in relation to any Scottish Mortgage or the Property secured thereby;

"Moody's" means Moody's Investors Service Limited and includes any successor to its rating business;

"Mortgage Sales Agreement" means the mortgage sale agreement dated the Closing Date and made between NUERL, the Issuer and the Trustee in relation to the sale and purchase of the Portfolio;

"Mortgage" means a first legal charge by way of mortgage over a residential property in England or Wales or a first ranking standard security over a residential property in Scotland and, in relation to a Loan, means the first charge by way of legal mortgage or first ranking standard security (as aforesaid) by which such Loan is secured and a reference to a Mortgage shall include the Mortgage Terms;

"Mortgage Terms" means in relation to each Loan and its Related Security the terms and conditions subject to which such Loan and its Related Security is outstanding, including for the avoidance of doubt, the terms and conditions incorporated into any letter of offer or agreement to make such Loan;

"New Notes" means any Notes of the issuer which did not form a single series with the existing Notes (and, as the context may require, includes any Replacement Notes) and which are constituted by a deed supplemental to MPF/CPD/AVI.6.383

the Trust Deed pursuant to clause 2.8 of the Trust Deed and for the time being outstanding or, as the context may require, a specific number thereof and includes the new global note (or any part thereof) representing the same and (if issued) the definitive new notes (or any of them) representing the same;

"Noteholders" means the Class A1 Noteholders, the Class A2 Noteholders, the Class A3 Noteholders and the Class B Noteholders or, if no Class A Notes are outstanding, the Class B Noteholders from time to time and includes, where the context so required, any holders of any class of further Notes or New Notes as defined within the Master Definitions and Construction Schedule;

"Notes" means the Class A1 Notes, the Class A2 Notes, the Class A3 Notes and the Class B Notes.

"NUERL" means Norwich Union Equity Release Limited;

"Occupant's Deed" means a deed whereby a person living or intended to be living at a Property in England and Wales who has attained the age of 17 other than:

- (i) the Borrower (or Borrowers); and
- (ii) a child of the Borrower under the age of 25.

(but for the avoidance of doubt including an unmarried partner of the Borrower) waives any right to occupy the relevant Property in priority to the rights or interest of the lender and grants the lender a charge over his/her rights and interest in the relevant Property as additional security for the Loan;

"Original Deed of Charge" means the deed of charge entered into on the Closing Date made between the Issuer, the Trustee, the Swap Counterparty, the Administrator, the GIC Provider, the Start-up Loan Provider, the Principal Paying Agent, the Agent Bank, the Account Bank and the Liquidity Facility Provider;

"Originator" means NUERL;

"Outstanding Balance" means in respect of a Loan or Further Loan an amount equal to the aggregate principal amount outstanding plus accrued interest (in the case of ILCRP Loans, adjusted for indexation subject to the maximum interest rate under each ILCRP Loan;

"Paying Agents" means the Principal Paying Agent including any additional paying agents if any appointed from time to time pursuant to clause 13 of the Agency Agreement;

"Portfolio" means at any particular time:

- (i) the Initial Portfolio; and
- (ii) each further Loan and each Substitute Loan and Related Security;

other than any Loan and Related Security which has been

- (a) redeemed in full; or
- (b) purchased by the Originator pursuant to clause 7 of the Mortgage Sale Agreement;

"Post Enforcement Call Option Deed" means the deed entered into between the Trustee and the Post Enforcement Call Option Holder on the Closing Date;

"Post Enforcement Call Option Holder" means Equity Release Holdings Limited, a private limited company incorporated in England and Wales with registered number 4056288 and whose registered office is at 78 Cannon Street, London, EC4P 5LN;



"Post Transfer Assignment in Security" means the post transfer assignment in security between, amongst others, the Issuer, the Trustee, and the Administrator substantially in the form set out in Schedule 15 to the Mortgage Sale Agreement, with such modifications as may be required from time to time;

"Principal Paying Agent" means Citibank, N.A. acting through its branch at 5 Carmelite Street, London, EC4Y 0PA or such other person from time to time appointed as the principal paying agent subject to and in accordance with the terms of the Agency Agreement;

"Product Specifications" means the product specifications attached to Schedule 6 of the Mortgage Sale Agreement and each a Product Specification;

"Property" means a freehold, heritable or leasehold property which is subject to a Mortgage;

"Rating Agencies" means Moody's and S & P;

"Redemption Account" means the account in the name of the Issuer maintained with the Account Bank (account number 00978698 and the related account number 50008966 sort code 20-19-90) pursuant to the Bank Account Agreement;

"Related Security" means, in relation to a Loan, a Substitute Loan or a Further Loan, as the case may be, the security for the repayment of such Loan, Substitute Loan or Further Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Portfolio sold to the Issuer pursuant to Clause 2.1 or Clause 4.1 of the Mortgage Sale Agreement including, without limitation:

- (a) all entitlements to principal and interest and other sums due or to become due in respect of such Loan, Substitute Loan or Further Loan including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all covenants made or expressed to be made in favour of NUERL under the applicable Mortgage Terms;
- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Occupants Deeds, MHA Documentation, deeds of postponement or any collateral security for the repayment of the relevant Loan, Substitute Loan, or Further Loan, as the case may be, secured by the relevant Mortgages;
- (c) the right to exercise all the powers of NUERL in relation thereto subject to and in accordance with the relevant Mortgage Terms;
- (d) all the estate and interest in the Properties vested in NUERL;
- (e) each Conveyancer's Certificate, Certificate of Title, deemed Certificate of Title and Valuation Report and any right of action of NUERL against any solicitor, valuer or other person in connection with any report, valuation, opinion, certificate, other statement of fact or opinion given in connection with any Loan, Substitute Loan, or Further Loan, as the case may be, or any Property, or any part thereof or affecting the decision of NUERL to make or offer to make the relevant Loan or part thereof; and
- (f) the proceeds of all claims made by or on behalf of NUERL or to which Norwich Union Equity Release Limited is entitled under the Contingent Buildings Insurance Policy, the Local Search Indemnity Insurance Policy, the Local Search and Defective Title Indemnity Policies and the Buildings Policies;

"Requisite Rating" means:

- (a) in relation to the Liquidity Facility Agreement "A-1+" (or its long term or short term equivalent) from S & P and a long term rating of at least "P-1" from Moody's or such other short term or long term rating as is commensurate with the equivalent long term rating assigned by the Rating Agencies to the highest ranking Notes then outstanding by the Rating Agencies from time to time or which is otherwise acceptable to such Rating Agencies; or

- (b) in relation to the Swap Counterparty and/or the Account Bank "A-1+" (or its equivalent) from S & P and a short term rating of at least "P-1" from Moody's or such other short term or long term rating as is commensurate from the rating assigned to the highest ranking Notes then outstanding by the Rating Agencies from time to time or which is otherwise acceptable to such rating Agencies;

"S & P" means Standard & Poor Rating Services, a division of The McGraw-Hill Companies Inc. and includes any successor to its rating business;

"Scottish Assignment in Security" means the agreement entered into on 30<sup>th</sup> March 2001 by the Issuer, the Trustee, the Administrator, the Start-up Loan Provider, the Swap Counterparty, the Principal Paying Agent, the Agent Bank, the Liquidity Facility Provider, the GIC Provider and the Account Bank;

"Scottish Declaration of Trust" means the Scottish declaration of trust entered into on the Closing Date between NUERL and the Issuer substantially in the form set out in Schedule 11 to the Mortgage Sale Agreement;

"Scottish Loan" means any Loan governed by Scots law;

"Scottish Mortgage" means any Mortgage over a Property located in Scotland;

"Scottish Post Transfer Security" means:

- (a) a Scottish assignment in security in respect of the interest of the Issuer in each Scottish Loan assigned to the Issuer on Completion; and
- (b) a standard security over each Scottish Mortgage assigned to the Issuer on Completion,

in each case substantially in the form set out in Schedules 15 and 16 to the Mortgage Sale Agreement which such modifications as may be required from time to time;

"Scottish Substitute Loans and Related Security" means for the purposes of the Scottish Declaration of Trust the Scottish Loans and Related Security details of which are set out in the Schedule to a Scottish Substitution Notice;

"Scottish Substitution Notice" means a notice substantially in the form set out in Schedule 12 to the Scottish Declaration of Trust with such modifications as may be required from time to time;

"Scottish Supplemental Assignment in Security" means the agreement entered into on 21<sup>st</sup> December 2005 by the Issuer, the Trustee, the Administrator, the Start-up Loan Provider, Warehouse Loan Provider, the Swap Counterparty, the Principal Paying Agent, the Agent Bank, the Liquidity Facility Provider, the GIC Provider and the Account Bank amending the Scottish Assignment in Security;

"Scottish Trust Property" means for the purposes of the Scottish Declaration of Trust and with respect to Scottish Loans and Related Security:

- (a) all of the Seller's rights, title and interest (present and future) to and in and under:
- (i) the Designated Scottish Loans and Related Security; and
- (ii) the right to demand, sue for, recover, receive and give receipts for all principal moneys (including Further Advances) payable or to become payable under the Designated Scottish Loans and Related Security or the unpaid part thereof and the interest due or to become thereon; and
- (iii) all of the title and interest in the Mortgaged Properties vested in the Seller; and

- (iv) all rights of action of the Seller against any person in connection with any report, valuation, opinion, certificate, consent to a mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance; and
  - (v) the benefit of, and any proceeds arising from, each guarantee or insurance policy governed by Scots law obtained by the Seller in respect of the obligations of a Borrower to make payments in terms of the relevant Designated Scottish Loans and Related Security;
- (b) all of the Seller's rights, title and interest (present and future) to and in and under:
- (i) the Scottish Substitute Loans and Related Security; and
  - (ii) the right to demand, sue for, recover, receive and give receipts for all principal moneys (including Further Advances) payable or to become payable under the Designated Scottish Loans and Related Security or the unpaid part thereof and the interest due or to become thereon; and
  - (iii) all of the title and interest in the Mortgaged Properties vested in the Seller; and
  - (iv) all rights of action of the Seller against any person in connection with any report, valuation, opinion, certificate, consent to a mortgage or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant advance; and
  - (v) the benefit of, and any proceeds arising from, each guarantee or insurance policy governed by Scots law obtained by the Seller in respect of the obligations of the Borrower to make payments in terms of the relevant Scottish Substitute Loans and Related Security;

"Secured Creditors" means the Trustee, the Administrator, the Swap Counterparty, the Start-up Loan Provider, the Principal Paying Agent, the Agent Bank, the Liquidity Facility Provider, the GIC Provider, the Account Bank, the Noteholders, the Originator, the Seller, the Subordinated Loan Provider, the Corporate Services Provider, the Warehouse Loan Provider and any other person on whose behalf the Trustee holds the security created pursuant to the Deed of Charge, the Scottish Assignment in Security and any Supplement Scottish Assignment in Security or Scottish Post-Transfer Security;

"Security" means the security over the assets of the Issuer pursuant to and as more fully described in the Deed of Charge and the Scottish Assignment in Security and, following the transfer of legal title to the Scottish Mortgage, the Post-Transfer Scottish Security;

"Security Interest" means any mortgage, sub-mortgage, charge (whether legal or equitable) sub-charge standard security, assignment in security, pledge, lien (other than a lien arising in the ordinary course of business or by operation of law) hypothecation or other encumbrance securing any obligations or any person (including without limitation, title transfer and retention arrangements (other than those entered into in the ordinary course of business) or any other security interest howsoever created or arising, agreement, trust or arrangement having that effect of providing security;

"Standard Documents and Standard Documentation" means the documentation referred to in Part 2 to the Exhibit to the Mortgage Sale Agreement;


"Start-Up Loan Agreement" means the agreement to be entered into on the Closing Date between the Issuer, the Start-up Loan Provider and the Trustee;

"Subordinated Loan" means the loan of £14 million advanced to the Subordinated Loan Provider to the Issuer pursuant to the Subordinated Loan Agreement;

"Subordinated Loan Agreement" means the Agreement entered into by the Issuer, the Trustee and the Subordinated Loan Provider pursuant to which the Subordinated Loan Provider will advance the Subordinated Loan to the Issuer;

MPF/CPD/AVI.6.383

ERF2 Continuation Sheet 4 for 395



"Subordinated Loan Provider" means NUERL;

"Substitute Loans" means any Loan sold and purchased pursuant to Clause 4 of the Mortgage Sale Agreement;

"Supplemental Administration and Cash Handling Agreement" means the agreement to be entered into on the FA Closing Date made between the Issuer, the Trustee and the Administrator amending the Administration and Cash Handling Agreement;

"Supplemental Deed of Charge" means the deed of charge entered into on the FA Closing Date made between the Issuer, the Trustee, the Swap Counterparty, the Administrator, the Originator, the GIC Provider, the Start-up Loan Provider, the Principal Paying Agent, the Agent Bank, the Account Bank, the Liquidity Facility Provider and the Warehouse Loan Provider;

"Supplemental Mortgage Sale Agreement" means the agreement to be entered into on the FA Closing Date made between the Issuer, the Trustee and NUERL amending the Mortgage Sale Agreement;

"Swap Agreements" means the Interest Rate Swap Agreement, the Termination Swap Agreement and the Class B Note Interest Rate Swap Agreement;

"Swap Counterparty" means Citibank, N.A. London branch, acting through its branch at 33 Canada Square, Canary Wharf, London, E14 5LB;

"Talon" means the talon forming part of any Coupon sheet which may be surrendered at any specified office of the Paying Agent in exchange for a further Coupon Sheet;

"Termination Swap Agreement" means the interest rate swap agreement set out in a confirmation and made under an ISDA Master Agreement entered into between the Swap Counterparty, the Issuer and the Trustee dated on or about the Closing Date;

"Transaction Account" means the accounts in the name of the Issuer maintained with the Account Bank (account number 40917664, sort code 20-19-90) pursuant to the Bank Account Agreement;

"Transaction Documents" means the Trust Deed, the Subscription Agreement, the Agency Agreement, the Bank Account Agreement, the Deed of Charge, the Mortgage Sale Agreement, the Scottish Declaration of Trust, the Scottish Assignment in Security, the Administration and Cash Handling Agreement, the Corporate Services Agreements, the Swap Agreements, the Liquidity Facility Agreement, the Guaranteed Investment Contract, the Post Enforcement Call Option Deed the Subordinated Loan Agreement and the Warehouse Loan Agreement;

"Trust Deed" means the trust deed to be entered into on the Closing Date between the Issuer and the Trustee;

"Trustee" means Citicorp Trustee Company Limited or such person or persons for the time being acting as trustee or trustees under the Trust Deed;

"Warehouse Loan Agreement" means the loan agreement to be entered into between the Warehouse Loan Provider, the Issuer and the Trustee on or about the FA Closing Date;

"Valuation Report" means the Norwich Union Report and Valuation for mortgage purposes a copy of which is contained in the Standard Documentation.



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04414548

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL ASSIGNATION IN SECURITY DATED THE 21st DECEMBER 2005 AND CREATED BY EQUITY RELEASE FUNDING (NO.2) PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CITICORP TRUSTEE COMPANY LIMITED AS TRUSTEE FOR THE SECURED CREDITORS AND/OR THE RECEIVER, THE ADMINISTRATOR, THE SWAP COUNTER PARTY, THE GIC PROVIDER, LIQUIDITY FACILITY PROVIDER, PRINCIPAL PAYING AGENT, THE ACCOUNT BANK, THE AGENT BANK, THE WAREHOUSE LOAN PROVIDER, THE ORIGINATOR 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 10th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JANUARY 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

PJL.