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CHFP025

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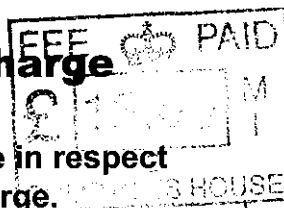
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legibly, preferably
in black type, or
bold block lettering

*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.



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

124324/13

5495271

Name of company

* EQUITY RELEASE FUNDING (NO.5) PLC

Date of creation of the charge

✓ 11 AUGUST 2005

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

01. PLEASE SEE CONTINUATION SHEET NO. 1 PAGE 1

Amount secured by the mortgage or charge

PLEASE SEE CONTINUATION SHEET NO. 1 PAGE 2

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

PLEASE SEE CONTINUATION SHEET NO. 1 PAGE 3

Postcode

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

Slaughter and May
One Bunhill Row
London
EC1Y 8YY
(Ref: MJD/AMXL/HAP)

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



LD3
COMPANIES HOUSE

0124
18/08/05

PLEASE SEE CONTINUATION SHEET NO. 1 PAGE 4

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in black type, or
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Particulars as to commission allowance or discount (note 3)

-

Signed Slaughter and May

Date 18 AUGUST 2005

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*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

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

5495271

Name of Company

EQUITY RELEASE FUNDING (NO.5) PLC

XXXXXX

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Deed of Charge creating fixed and floating charges dated 11 August 2005 (the "Deed") between Equity Release Funding (No.5) PLC (the "Issuer"), Citicorp Trustee Company Limited (the "Trustee"), ERF Trustee (No. 5) Limited (the "Mortgages Trustee"), Norwich Union Equity Release Limited ("NUERL", the "Issuer Cash Manager", the Originator", and the "Subordinated Loan Provider"), Morgan Stanley & Co. International Limited (the "Hedge Counterparty"), Funding for Equity Release Securitisation Transaction (No.5) Limited (the "Credit Facility Provider"), Citibank, N.A. London Branch (the "Principal Paying Agent" and the "Agent Bank"), Barclays Bank PLC (the "Issuer Account Bank") and SPV Management Limited (the "Issuer Corporate Services Provider").

The Issuer covenants and undertakes with each of the parties below respectively to pay and discharge all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer:

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- ✓ (i) to or to the order of the ^{-chargee} Trustee and/or any receiver under, pursuant to or in connect with the Deed or any of the other Transaction Documents and under or in respect of the Notes, the Coupons and the Trust Deed;
- ✓ (ii) to the Mortgages Trustee in its capacity as such under or pursuant to the Mortgages Trust Deed or the Deed;
- ✓ (iii) to the Issuer Cash Manager in its capacity as such under or pursuant to the Issuer Cash Management Agreement or the Deed;
- ✓ (iv) to the Originator in its capacity as such under or pursuant to the Mortgage Sale Agreement or the Deed in respect of Deferred Consideration;
- ✓ (v) to the Hedge Counterparty in its capacity as such under or pursuant to the Hedge Agreements or the Deed;
- ✓ (vi) to the Credit Facility Provider in its capacity as such under or pursuant to the Credit Facility Agreement or the Deed;
- ✓ (vii) to the Principal Paying Agent in its capacity as such under or pursuant to the Agency Agreement or the Deed;
- ✓ (viii) to the Issuer Account Bank in its capacity as such under or pursuant to the Issuer Bank Agreement or the Deed;
- ✓ (ix) to the Agent Bank in its capacity as such under or pursuant to the Agency Agreement or the Deed;
- ✓ (x) to the Issuer Corporate Services Provider in its capacity as such under or pursuant to the Issuer Corporate Services Agreement or the Deed;
- ✓ (xi) to the Subordinated Loan Provider in its capacity as such under or pursuant to the Subordinated Loan Agreement or the Deed.

"Agency Agreement", "Coupons", "Credit Facility Agreement", "Deferred Consideration", "Hedge Agreements", "Issuer Bank Agreement", "Issuer Cash Management Agreement", "Issuer Corporate Services Agreement", "Mortgage Sale Agreement", "Mortgages Trust Deed", "Noteholder", "Notes", "Subordinated Loan Agreement", "Transaction Documents", and "Trust Deed" are defined below.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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Citicorp Trustee Company Limited of Citigroup Centre, 25 Canada Square, Canary Wharf, London E14 5LB for the Trustee itself and on trust for the other Secured Creditors (as defined below).

Please see attached schedule.

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SCHEDULE

(A) Mortgages Trust

The Issuer with full title guarantee and subject to the provisos for redemption or cesser contained in the Mortgages, assigns to the Trustee by way of a first ranking fixed security for the payment or discharge of the Secured Amounts, all of the Issuer's right, title, interest and benefit in and to the Mortgages Trust and the Mortgages Trust Property.

(B) Contractual and Other Rights

The Issuer with full title guarantee and subject to the proviso for redemption contained in the Deed, assigns to the Trustee by way of first ranking fixed security, for the payment or discharge of the Secured Amounts, all of the Issuer's right, title, interest and benefit in, to and under:

- (i) the Issuer Cash Management Agreement;
- (ii) the Mortgage Sale Agreement;
- (iii) the Mortgages Trust Deed;
- (iv) the Hedge Agreements;
- (v) the Issuer Corporate Services Agreement;
- (vi) the Issuer Bank Agreement;
- (vii) the Agency Agreement;
- (viii) the Credit Facility Agreement;
- (ix) the Subordinated Loan Agreement;
- (x) the Trust Deed; and
- (xi) the Subscription Agreement,

(together the "Relevant Transaction Documents"),

and the other Transaction Documents to which it is a party together with all other contracts, agreements, deeds and documents, present and future, to which the Issuer is or may become party or in respect of which it has or may have any rights (but always subject, in the case of the Hedge Agreements to any rights of set-off or netting contained therein).

(C) Transaction Account

The Issuer with full title guarantee and subject to the proviso for redemption contained in the Deed, charges and assigns to the Trustee by way of first ranking fixed security for the payment or discharge of the Secured Amounts, all the Issuer's right, title, benefit and interest in, to and under the Transaction Account and any other account of the Issuer opened from time to time and all sums of money which may now be or hereafter are standing to the credit of the Transaction Account or such other account in which the Issuer may at any time acquire any right, title, interest or benefit together with all interest accruing from time to time thereon and the debts represented thereby and the benefit of the covenants relating thereto and all powers and benefits for enforcing the same.

(D) Liquidity Reserve Account

If a Liquidity Reserve Trigger Event occurs, then at that time, the Issuer shall establish a Liquidity Reserve Account and shall charge to the Trustee by way of first ranking fixed security all its right, title, interest and benefit in and to all moneys standing from time to time to the credit of any Liquidity Reserve Account.

(E) Floating charge

The Issuer, subject to the proviso for redemption contained in the Deed and subject where relevant to the provisos for redemption, re-assignment or cesser contained in the Mortgages, charges to the Trustee by way of first ranking floating security by way of further security for the payment or discharge of the Secured Amounts, the whole of the Issuer's undertaking and all of its property, assets and rights whatsoever and wheresoever situate, present and future, if and to the extent that such property, assets and rights do not cease to be effectively charged by way of the first ranking security (but excluding from the foregoing limitation the Issuer's whole undertaking, property and assets situated in, or the rights to which are governed by the laws of Scotland (including those charged pursuant to any Scottish Supplemental Trust) all of which undertaking, property, assets and rights are charged by the floating charge hereby created.

"Liquidity Reserve Account", "Liquidity Reserve Trigger Event", "Mortgages", "Mortgages Trust", "Mortgages Trust Property", "Scottish Supplemental Trust", "Secured Amounts" and "Transaction Account" are defined below.

DEFINITIONS

"Agency Agreement"	means the agency agreement dated the same date as the Deed between the Issuer, the Principal Paying Agent, the Agent Bank and the Trustee;
"Coupons"	means the Class A, B and C bearer interest coupons in or substantially in the form set out in Schedule 1 to the Trust Deed;
"Credit Facility Agreement"	means a credit facility agreement dated the same date as the Deed between the Issuer, the Credit Facility Provider and the Trustee;
"Deferred Consideration"	means a sum determined by applying the formula set out in the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Slaughter and May for the purposes of identification on or about the 11 August 2005;
"Hedge Agreements"	means the master agreement in the form of the 1992 ISDA Master Agreement (Multi-Currency Cross Border) (as amended) dated 10 August 2005, the 1995 ISDA Credit Support Annex (Bilateral Form – Transfer) dated 11 August 2005, the interest rate swap transaction dated 10 August 2005, the additional swap transaction dated 10 August 2005 and the inflation swap transaction dated 10 August 2005, each of which were entered into between the Issuer and the Hedge Counterparty;
"Issuer Bank Agreement"	means the bank agreement dated the same date as the Deed between, amongst others, the Issuer Account Bank, the Issuer and the Trustee;
"Issuer Cash Management Agreement"	means a cash management agreement dated the same date as the Deed between the Issuer, the Issuer Cash Manager and the Trustee;
"Issuer Corporate Services Agreement"	means a corporate services agreement dated on or about the same date as the Deed and made between the Issuer Corporate Services Provider, the Issuer, the Trustee and Equity Release Holdings (No. 5) Limited ("Holdco");
"Liquidity Reserve Account"	means an account (if any) to be established for the purposes of holding certain liquidity reserve on and from the occurrence of a Liquidity Reserve Trigger Event pursuant to the terms of the Credit Facility Agreement;

"Liquidity Reserve Trigger Event"	means the occurrence of an event determined in accordance with the Credit Facility Agreement;
"Mortgages"	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;
"Mortgage Sale Agreement"	means the mortgage sale agreement dated the same date as the Deed made between NUERL, the Issuer, the Trustee and the Mortgages Trustee;
"Mortgages Trust"	means the trust created by the Mortgages Trust Deed;
"Mortgages Trust Deed"	means the mortgages trust deed dated the same date as the Deed entered into between the Mortgages Trustee, the Issuer, the Originator and Holdco;
"Mortgages Trust Property"	means the aggregate of the Issuer Trust Interest, the Originator Trust Interest, any AB Trust Interest and the Holdco Trust Interest from time to time, which shall include all Scottish Trust Property (all as defined in the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Slaughter and May for the purposes of identification on 11 August 2005);
"Noteholder"	means the holders of the Notes;
"Notes"	means the Class A Mortgage Backed Floating Rate Notes; Class B Mortgage Backed Deferrable Interest Floating Rate Notes and the Class C Mortgage Backed Deferrable Interest Floating Rate Notes, as more particularly defined in the Trust Deed;
"Scottish Supplemental Trust"	means the trust created by the Scottish Supplemental Trust Deed;
"Scottish Supplemental Trust Deed"	means a supplementary declaration of trust created by the entering into of a Scottish supplemental declaration between NUERL, the Issuer and the Mortgages Trustee made substantially in the form set out in Part 3 of the Schedule to the Scottish Trust Deed;

"Scottish Trust Deed"	means the declaration of trust dated the same date as the Deed entered into by NUERL, the Issuer and the Mortgages trustee in respect of the transfer of the beneficial interest in the Scottish Trust Property (as defined in the Master Definitions and Construction Schedule signed by Freshfields Bruckhaus Deringer and Slaughter and May for the purposes of identification on or about 11 August 2005) to the Mortgages Trustee;
"Secured Amounts"	means all of the moneys and liabilities which the Issuer covenants to pay under Clause 2 of the Deed and all other amounts owed by it to the Secured Creditors under the Transaction Documents;
"Secured Creditors"	means the Trustee, the Mortgages Trustee, the Issuer Cash Manager, the Hedge Counterparty, the Principal Paying Agent, the Agent Bank, the Credit Facility Provider, the Issuer Account Bank, the Noteholders, the Originator, the Subordinated Loan Provider, the Issuer Corporate Services Provider and any other person on whose behalf the Trustee holds the security created pursuant to the Deed;
"Subordinated Loan Agreement"	means the loan agreement dated the same date as the Deed entered into by the Issuer, the Trustee and the Subordinated Loan Provider;
"Transaction Account"	means the accounts in the name of the Issuer maintained with the Issuer Account Bank;
"Transaction Documents"	means the Relevant Transaction Documents and any other agreement referred to or contemplated in or by the Relevant Transaction Documents; and
"Trust Deed"	means the trust deed to be entered into on the same date as the Deed between the Issuer and the Trustee.