

225930/13  
**MG01**

# Particulars of a mortgage or charge



**iris**  
LASERFORM

**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 company. To do this, please use form MG01s.

WEDNESDAY



LD5 02/12/2009 45  
COMPANIES HOUSE

**1**

## Company details

Company number

0 6 4 9 3 0 7 7

Company name in full

Residential Mortgage Securities 24 Limited

(the "Charging Company")

For official use



**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

d 2 d 4 m 1 m 1 y 2 y 0 y 0 y 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

A supplemental trust deed dated 24 November 2009 (the "**Supplemental Trust Deed**") as further defined in Schedule 2, supplemental to a principal trust deed dated 24 November 2009 (the "**Principle Trust Deed**") as further defined in Schedule 2, and, together with the Supplemental Trust Deed, the "**Trust Deed**".

**4**

## Amount secured

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

Amount secured

All monies, debts and liabilities which are now or have been or at any time hereafter may be or become due, owing or incurred, actually or contingently, by the Charging Company (to the Secured Creditors in respect of the Notes (together the "**Secured Obligation**").

In this Form, unless otherwise defined, the terms used have the meanings given thereto in Schedule 2.

**Continuation page**

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

# MG01

## 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 Investec Bank plc

Address 2 Gresham Street, London

Postcode E C 2 V 7 Q P

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 Schedule 1.

# 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

1. €75,300,000 Class B Notes due September 2045 issued at 25.26 per cent. of the Aggregate Principal Amount; and
2. €4,700,000 Class C Notes due September 2045 issued at 2.35 per cent. of the Aggregate Principal Amount.

### 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 White & Case LLP X

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

# MG01

## 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 Oxana Tatarovich

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region Greater London

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 0207 532 1973



### 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)

# MG01 - continuation page

## 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

#### Schedule 1

#### Short particulars of all property mortgaged or charged

By way of Clause 4 (*Security*) of the Supplemental Trust Deed and Clause 10 (*Security*) of the Principal Trust Deed, the Charging Company has with full title guarantee and as continuing security for the Secured Obligations, in favour of the Trustee:

- (a) charged by way of first fixed charge the Underlying Assets;
- (b) assigned by way of security all the Charging Company's rights attaching to or relating to the Underlying Assets and all sums derived therefrom including without limitation any right to delivery thereof or to an equivalent number or nominal value thereof which arises in connection with any such assets being held in a clearing system or through a financial intermediary;
- (c) assigned by way of security to the Trustee (for itself and as trustee for the Secured Creditors other than the Custodian as described in the Custody Agreement) all its rights and benefits under the Custody Agreement including the Charging Company's rights in respect of all sums standing to the credit of the Euroclear (Cash) Account and/or Euroclear Account and all other Retained Monies and including any interest accrued or accruing thereon in each case in respect of such rights and benefits insofar as the same relate to the Underlying Assets;
- (d) assigned by way of security the Charging Company's rights, title and interest under the Sale Agreement, the Note Purchase Agreement and the Agency Agreement, to the extent that they relate to the Notes; and
- (e) assigned by way of security to the Trustee (for itself and as trustee for the Secured Creditors other than the Agents except for the Custodian) all its rights and benefits under the Agency Agreement in respect of the Notes including the Charging Company's rights in respect of all sums held from time to time by the Principal Paying Agent for the account of the Charging Company in respect of the Notes and Coupons.

The security created by this clause shall be in priority to all other Encumbrances over the assets of the Charging Company whatsoever, whether fixed or floating.

By way of clause 4.3 of the Supplemental Trust Deed, the security created by Clause 4.1 of the Supplemental Trust Deed shall affect, and the Underlying Assets shall include, all dividends, distributions and interest paid or payable on the Underlying Assets or such securities, whether capital or income, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution for, any of the Underlying Assets or such securities, and the proceeds of sale, repayment and

# MG01 - continuation page

## 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	<p>redemption and any payment or receipt of, on or in respect of, any of the Underlying Assets or such securities.</p> <p><b>Negative Pledge</b></p> <p>By way of Clause 17.1(o) (<i>Covenants by the Charging Company</i>) (paragraphs (iv), (v) and (vi)) of the Principal Trust Deed the Charging Company covenanted that save to the extent permitted by the Transaction Documents or with the prior written consent of the Trustee and any Counterparty, the Charging Company shall not:</p> <p>(a) incur or permit to subsist any other indebtedness for borrowed money whatsoever or give any guarantee or indemnity in respect of any indebtedness other than issuing Notes or, creating or incurring other Notes and/or Obligations pursuant to this Principal Trust Deed (other than the Subordinated Notes, the terms of which are set out in the relevant Supplemental Trust Deed), provided that the Trustee is satisfied that such Notes and/or other Obligations are:</p> <p>(A) secured on assets of the Charging Company other than:</p> <p>(1) the assets securing any other Series of Notes or other Obligations (save in the case of a Fungible Tranche of such Notes forming a single Series with the Tranche of Notes already issued, subject to Condition 1(c) (Fungible Tranches of Notes comprising a Series)) issued under this Principal Trust Deed and as provided herein;</p> <p>(2) any other assets of the Charging Company on which any other Obligations of the Charging Company are secured; and</p> <p>(3) the Charging Company's share capital and any local bank accounts established for the administration of the Charging Company;</p> <p>(B) issued on terms in substantially the form contained in the Conditions which provide for the extinguishment of all claims in respect of such further Notes and/or Obligations after application of the proceeds of sale or redemption of the assets on which such Notes and/or Obligations are secured; and</p> <p>(C) in the case of a further Tranche of Notes forming a single Series with any Tranche of Notes previously issued, secured <i>pari passu</i> on the Underlying Assets and Charged Assets for such previously issued Tranche and such further assets of the Charging Company upon which such further Tranche of Notes and such previously issued Tranche are secured, subject to Condition 14(e) (Prioritised Tranches);</p> <p>(b) sell or otherwise dispose of the Underlying Assets and Charged Assets or any interest therein or agree or purport to do so;</p>	

# MG01 - continuation page

## 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	<p>(c) create or permit to exist upon or affect any of the Underlying Assets or Charged Assets any security interest whatsoever other than as contemplated by the Security Documents.</p> <p><b><u>Schedule 2</u></b></p> <p><b><u>Definitions</u></b></p> <p>“<b>Administration Agreement</b>” means the agreement appointing a person as administrator or corporate services provider in relation to the Charging Company and any other agreement for the time being in force, appointing any further or other Administrator the terms of which have been previously approved in writing by the Trustee.</p> <p>“<b>Administrator</b>” means the institution appointed in the Administration Agreement relating to the Charging Company in relation thereto or such other person as may, from time to time, be appointed in relation to any Series of Notes.</p> <p>“<b>Agency Agreement</b>” means the agency agreement dated 24 November 2009 (as amended and restated from time to time) appointing, inter alios, the Issue Agent, the Principal Paying Agent, the Paying Agents, the Registrar, the Calculation Agent and the Determination Agent in relation to the Notes of any Series and any other agreement for the time being in force appointing any further or other principal paying agent, paying agents, registrars, calculation agent or determination agent in relation to the Notes of any Series, or in connection with their duties, the terms of which have been previously approved in writing by the Trustee, together with any other agreement for the time being in force amending or modifying, with the prior written approval of the Trustee, any of the aforesaid agreements.</p> <p>“<b>Agent</b>” means, in relation to any Series, any of the Principal Paying Agent, the Determination Agent, the Registrar, the Transfer Agent, the Paying Agents, the Custodian, the Calculation Agent and the Issue Agent in respect of such Series.</p> <p>“<b>Applicable Transaction Terms</b>” means, in relation to the Notes of any Tranche and/or Series, the Pricing Supplement relating to such Notes or, if such Notes are to be listed on the Irish Stock Exchange, the Drawdown Prospectus relating to such Notes.</p> <p>“<b>Assets</b>” means property, assets, revenues and Rights wherever situated.</p> <p>“<b>Bearer Notes</b>” has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p>“<b>Calculation Agent</b>” means, in relation to any Series, the Initial Calculation Agent or the person appointed as calculation agent for the purposes of such Notes and named as such in the Applicable Transaction Terms or any successor or substitute calculation agent appointed pursuant to the provisions of the Agency Agreement notice of whose</p>	

# MG01 - continuation page

## 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	<p>appointment has been given to the relevant parties pursuant to Clause 17.1(j) of the Principal Trust Deed and Condition 15 (<i>Notices</i>).</p> <p><b>“Charged Assets”</b> means the Assets from time to time subject, or expressed to be subject, to the Security or any part of those Assets, including, without limitation, the Underlying Assets.</p> <p><b>“Conditions”</b> means the terms and conditions of the Notes comprised by the Terms and Conditions contained in the second schedule to the Principal Trust Deed, as supplemented and amended by the terms and conditions contained in schedule 1 (<i>Terms and Conditions of the Notes</i>) to the Supplemental Trust Deed and “Condition” shall refer to any of them.</p> <p><b>“Coupon”</b> or <b>“Coupons”</b> means the bearer interest coupons relating to the Notes (other than Notes which bear no interest) in definitive form substantially in the form set out in the Schedule 6 (<i>Form of Definitive Note</i>) to the Principal Trust Deed or, as the context may require, a specific number thereof.</p> <p><b>“Couponholders”</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>“Counterparty”</b> has, in relation to any Series, the meaning given to it in Condition 4(a) (<i>Related Agreements</i>);</p> <p><b>“Custodian”</b> means Investec Bank plc.</p> <p><b>“Custody Agreement”</b> means the custody agreement dated 24 November 2009 (as amended and restated from time to time) appointing the Initial Custodian and the Charging Company and the Trustee.</p> <p><b>“Dealers”</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>“Definitive Note”</b> means a Bearer Note in definitive form in substantially the form set out in the Schedule 6 (<i>Form of Definitive Note</i>) to the Principal Trust Deed or in such other form as may be set out in the relevant Supplemental Trust Deed;</p> <p><b>“Determination Agent”</b> means Investec Bank plc.</p> <p><b>“Drawdown Prospectus”</b> means a document which will be prepared in respect of each Tranche or Series of Notes to be listed on the Irish Stock Exchange or as otherwise required.</p> <p><b>“Encumbrance”</b> means any mortgage, pledge, lien, hypothecation, security interest or other arrangement having similar effect.</p>	



# MG01 - continuation page

## 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	<p><b>“Euroclear”</b> means Euroclear Bank S.A./N.V.</p> <p><b>“Euroclear Account”</b> means the fungible securities account (including all sub accounts) No. 23204 of the Custodian with Euroclear.</p> <p><b>“Euroclear (Cash) Account”</b> means the cash account (including all sub accounts) No. 23204 of the Custodian with Euroclear.</p> <p><b>“Existing Charging Company”</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>“Fungible Tranches”</b> means, Tranches of Notes of the same Series which have one or more issue dates but are on terms otherwise identical (other than in respect of the first payment of interest thereon and the date of issue and issue price thereof) and which are intended to be interchangeable with all other Notes of that Series (or, in the case of a Series of Notes comprising Prioritised Tranches, all other Notes of the same Prioritised Tranche).</p> <p><b>“Global Note”</b> means a Temporary Global Note, a Permanent Global Note or a Registered Global Note.</p> <p><b>“Initial Calculation Agent”</b> means Investec Bank plc.</p> <p><b>“Initial Custodian”</b> means Investec Bank plc.</p> <p><b>“Initial Dealers”</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>“Issue Agent”</b> means Investec Bank plc.</p> <p><b>“Issue Date”</b> means, in respect of any Note or other Obligation, the date of the issue and purchase of such Note pursuant to Clause 2 (<i>Agreement to the Issue and Purchase Notes and Stabilisation</i>) of the Programme Dealer Agreement or any other relevant agreement between the Charging Company and the relevant dealer(s) and means, in the case of any Note in the form of a Permanent Global Note or Definitive Note, the same date as the date of issue of the Temporary Global Note which initially represented such Note or, in respect of any other Obligation, the date agreed between the Charging Company and the Obligor(s).</p> <p><b>“Lead Manager”</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>“Master Schedule of Definitions, Interpretation and Construction Clauses”</b> means the master schedule of definitions dated 24 November 2009 and entered into between the Charging Company, Principal Paying Agent, Trustee and Arranger.</p>	

# MG01 - continuation page

## 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

**"Noteholders"** means the persons who are for the time being holders of Notes of each Series (being the bearers of Bearer Notes or, in the case of Registered Notes, the persons in whose name(s) such Notes are registered in the Register) and the word "Noteholder" shall be construed accordingly.

**"Notes"** means the Notes in registered note certificate form comprising the Class A Notes (the "Class A Notes"), the Class B Notes (the "Class B Notes"), the Class C Notes (the "Class C Notes") and the Class D Notes (the "Class D Notes") hereby constituted or the nominal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes any replacements for Notes issued pursuant to their terms and, where applicable, any global note issued in respect thereof.

**"Note Purchase Agreement"** means the agreement dated 24 November 2009 and made between the Charging Company and Investec Bank plc in its capacity as purchaser.

**"Obligations"** means any obligation(s) created or incurred by the Charging Company in the form of loans, options, derivative transactions or a combination of any of the foregoing denominated in any currency and includes, where the context so requires, any Notes.

**"Obligee(s)"** has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.

**"Paying Agent"** means Investec Bank plc.

**"Permanent Global Note"** has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.

**"Pricing Supplement"** has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.

**"Principal Paying Agent"** means Investec Bank plc, or with the prior written approval of the Trustee, in relation to any Series, the person appointed as Principal Paying Agent on the terms of the Agency Agreement and named as such in the Applicable Transaction Terms and which is a party to the Agency Agreement (either as an original party or by accession) and any successor or substitute principal paying agent appointed pursuant to the provisions of the Agency Agreement notice of whose appointment or, as the case may be, nomination has been given to the relevant Noteholders pursuant to Clause 17.1(j) of the Principal Trust Deed and Condition 15 (*Notices*).

**"Principal Trust Deed"** means the principal trust in relation to the €25,000,000,000 in respect of Residential Mortgage Securities 24 Limited RMS Multi Charging Company Asset-Backed Medium Note Programme dated 24 November 2009 between the Charging Company and Investec Bank plc as Trustee.

# MG01 - continuation page

## 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	<p><b>"Prioritised Tranches"</b> means one or more Tranches of Notes of the same Series which are issued on the same Issue Date, which provide that the claims of the holders of such Tranche of Notes (and, to the extent applicable, Couponholders and Receiptholders) rank prior (subject to the approval from existing holders of Notes of the same Series), or are subordinated, to the claims of the holders (and to the extent applicable, Couponholders and Receiptholders relating thereto) of another Tranche or Tranches of Notes of the same Series prior to and/or following enforcement of the security over the Charged Property pursuant to the Trust Deed and which may be issued on terms which are otherwise the same as or vary from the terms of other Tranches of Notes of the same Series.</p> <p><b>"Programme Dealer Agreement"</b> means the programme dealer agreement dated 24 November 2009 (as amended and restated from time to time) between the Charging Company and the Initial Dealers and the other Dealers named therein in relation to the Notes of each Series, together with any other agreement for the time being in force amending or modifying the aforesaid agreement with the prior written approval of the Trustee.</p> <p><b>"Receiptholders"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Registered Global Note"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Registered Notes"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Register"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Registrar"</b> means Investec Bank plc.</p> <p><b>"Registrar"</b> means Investec Bank plc or, in relation to any Series of Registered Notes, the person appointed as registrar on the terms of the Agency Agreement and named as such in the Applicable Transaction Terms or any successor registrar in relation to the Agency Agreement appointed pursuant to the provisions thereof, notice of whose appointment or, as the case may be nomination has been given to the relevant Noteholders pursuant to Clause 17.1(j) of the Principal Trust Deed and Condition 15 (Notices).</p> <p><b>"Related Agreements"</b> means, in relation to a particular Series or other Obligations, any swap agreement, swap transaction or other hedging agreement or option agreements or other arrangements or any letters of credit, guarantees, collateral agreements or other credit support or credit enhancement documents or other financial</p>	

# MG01 - continuation page

## 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	<p>arrangement agreements or any investment agreement and "Related Agreement" shall mean any one such document.</p> <p><b>"Retained Monies"</b> means any monies received by the Custodian or by any person for the Custodian's account in respect of the Underlying Assets (together with any interest accrued or accruing thereon) which had been retained by or on behalf of the Custodian in accordance with the provisions of Clause 4.4 of the Supplemental Trust Deed.</p> <p><b>"Rights"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Sale Agreement"</b> means the sale agreement dated 24 November 2009 pursuant to which the Charging Company has purchased the Underlying Assets;</p> <p><b>"Secured Creditors"</b> means any party to whom the monies may now or in the future be applied in accordance with Clause 11 (<i>Application</i>) of the Supplemental trust Deed.</p> <p><b>"Security Documents"</b> means, in relation to any Series, the Supplemental Trust Deed and any Supplemental Security Document.</p> <p><b>"Series"</b> means:</p> <p>(a) each issue of Notes which is specified as a numbered Series and which may be divided into one or more Tranches and shall include Prioritised Tranches and/or further Tranches of such Series (issued after the original Issue Date thereat) which are Fungible Tranches and shall, if in bearer form, be deemed to include the Global Notes and Definitive Notes of such Series; the expressions "Notes of the relevant Series" and "Series of Notes" and "Noteholders of the relevant Series" and related expressions shall where the context admits, be deemed to include Tranches of Notes of that Series; and</p> <p>(b) each creation or incurrence of other Obligations which is specified as a numbered Series.</p> <p><b>"Sub Custodian"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Sub-Custodian Agreement"</b> means each agreement appointing an initial Sub Custodian in a particular jurisdiction in relation to the Notes of a particular Series pursuant to the Custody Agreement, together with any other agreement for the time being in force amending or modifying the aforesaid agreement.</p> <p><b>"Supplemental Security Document"</b> means, in relation to any Series of Notes any further security document required by the Trustee supplementing the security constituted or contemplated by the relevant Supplemental Trust Deed which creates Encumbrances over any Underlying Assets.</p>	

# MG01 - continuation page

## 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	<p><b>"Supplemental Trust Deed"</b> means the supplemental trust in relation to Series 2009-1 €50,000,000,000 Class A Notes due September 2045, €75,300,000 Class B Notes due September 2045, €4,700,000 Class C Notes due September 2045 and €1,000,000 Class D Notes due September 2045 issued pursuant to the RMS Multi Charging Company Asset Backed Medium Term Note Programme dated 24 November 2009 between the Charging Company, the Custodian, the Paying Agent and the Trustee.</p> <p><b>"Syndication Agreement"</b> means an agreement (by whatever name called) in or substantially in the form set out in appendix E to the Programme Dealer Agreement or such other form as may be agreed between the Charging Company and the relevant Lead Manager.</p> <p><b>"Temporary Global Note"</b> has the meaning given to such term in the Master Schedule of Definitions, Interpretation and Construction Clauses.</p> <p><b>"Tranche"</b> means, in relation to a Series, those Notes of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest (if any) is identical, and includes, where the context so admits, a Fungible Tranche, a Prioritised Tranche or any other Tranche of Notes specified in the Conditions or the Pricing Supplement or any of them.</p> <p><b>"Transaction Documents"</b> means the Programme Dealer Agreement, the Principal Trust Deed, the Agency Agreement, the Administration Agreement, the Custody Agreement, the Applicable Transaction Terms, the Supplemental Trust Deed, any Supplemental Security Document, any Sub-Custodian Agreement, any Syndication Agreement and any Related Agreement.</p> <p><b>"Transfer Agent"</b> means Investec Bank plc.</p> <p><b>"Trustee"</b> means Investec Bank plc.</p> <p><b>"Underlying Assets"</b> means EUR 146,580,711.42 principal amount of the EUR 626,300,000 Class A1a Notes due September 2045 issued by Eurosail UK 2007-5NP PLC (ISIN: XS0328024608) and all rights attaching to or deriving therefrom.</p>	



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

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

**COMPANY NO. 6493077  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL TRUST DEED,  
SUPPLEMENTAL TO A PRINCIPAL TRUST DEED AND DATED 24  
NOVEMBER 2009 AND CREATED BY RESIDENTIAL MORTGAGE  
SECURITIES 24 LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO THE SECURED  
CREDITORS 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  
2 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER  
2009



*Companies House*  
— for the record —

*PRD*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES