

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed

Clifford Chance LLP

Date

21/12/07

On behalf of ~~XXXXXXXX~~ (mortgagee) ~~XXXXXXXX~~ †

**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**

NORTHERN ROCK PLC

Company Number: 03273685

SCHEDULE 1

**to a Form 395 in respect of Standard Security dated 18 December 2007 and made
between Northern Rock PLC (as the Chargor) and The Governor and Company of the
Bank of England (as Trustee)**

AMOUNT SECURED BY THE MORTGAGE

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 9 October 2007 between the Bank and the Company

"Bank" means the Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH, in the capacity of lender

"Company" means Northern Rock PLC whose registered office is situated at Northern Rock House, Gosforth, Newcastle upon Tyne, NE3 4PL

"Debenture" means the debenture by the Chargor in favour of the Trustee dated 9 October 2007

"Deed of Charge" means the deed of charge dated 14 September 2007 between the Bank and the Company

"Effective Date" has the meaning given to it in the Amendment and Restatement Agreement

"Finance Documents" means collectively the Loan Agreement, the Deed of Charge, the Indemnity and Cost Recovery Deed, the Debenture, the Mortgage Portfolio Letter, the Services Deed and any other document or agreement entered into between the Bank and the Company in respect of any of the foregoing or referred to therein or the transactions contemplated in the Debenture or any other of the foregoing, and any other document designated as a 'Finance Document' by the Bank and the Company after the Effective Date, and 'Finance Document' means any one of them

"Indemnity and Cost Recovery Deed" means the indemnity and cost recovery deed dated on or about the Effective Date between, *inter alia*, the Bank and the Company.

"Loan Agreement" means the Sterling Loan Facility Agreement originally dated 14 September 2007 made between the Company and the Bank, as amended and restated on 9 October 2007, and as may be further amended, varied, novated or supplemented from time to time

"Mortgage Loan" has the meaning given to it in the Deed of Charge

"Mortgage Portfolio" means all of the Mortgage Loans which are from time to time subject to the Security under the Deed of Charge and the Debenture

"Mortgage Portfolio Letter" means the letter agreed by the Bank and the Company, *inter alia*, identifying the Mortgage Portfolio and containing the Company's representations, warranties and undertakings in relation to the Mortgage Portfolio, and including any further letter between the Bank and the Company expressed to be supplemental to the Mortgage Portfolio Letter

"Security" means any mortgage, sub-mortgage, security assignment, standard security, charge, sub-charge, pledge, lien, right of set-off or other security interest or encumbrance securing any obligation of any kind however created and arising and including anything analogous to any of the foregoing under the laws of any jurisdiction and any other agreement or arrangement having a similar effect

"Services Deed" means the services deed dated on or about the Effective Date between the Bank and the Company

SCHEDULE 2

**to a Form 395 in respect of Standard Security dated 18 December 2007 and made
between Northern Rock PLC (as the Chargor) and The Governor and Company of the
Bank of England (as Trustee)**

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED AND ASSIGNED

Property Description

211 Fenwick Road, Giffnock, Glasgow, G46 6JD, registered in the Land Register of Scotland
under title number REN48963



COMPANIES FORM No. 398

**Notice of registration in
Scotland or Northern Ireland
of a charge comprising property
situate there**

398

CHFP025

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

Company number

3273685

Name of company

* Insert full name
of company

* NORTHERN ROCK PLC ("the Company")

| Michael John Edwards

of Clifford Chance LLP, 10 Upper Bank Street, Canary Wharf, London E14 5JJ

§ Give date and
parties to charge

certify that the charge § constituted by Standard Security by the Company in favour
of The Governor and Company of the Bank of England as trustee dated 13
December 2007

† delete as
appropriate

of which a true copy is annexed to this form was presented for registration on 18 December 2007

In [Scotland] ~~IN NORTHERN IRELAND~~

Signed

Date

21 December 2007

Presentor's name address and
reference (if any)

Clifford Chance
10 Upper Bank Street
London
E14 5JJ

For official Use
Mortgage Section

Post room

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03273685

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 18 DECEMBER 2007 AND DATED THE 13th DECEMBER 2007 AND CREATED BY NORTHERN ROCK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND 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 4th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2008

P. Neel



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES