

# M

CHFP025

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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[12]

03273685

Name of company

\* Northern Rock PLC (Company number 03273685) (the "Chargor")

Date of creation of the charge

11 February 2008

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

Security interest agreement dated 11 February 2008 (the "Security Interest Agreement") relating to shares in the capital of Northern Rock Mortgage Indemnity Company Limited between the Chargor, The Governor and Company of the Bank of England as trustee for the secured parties (the "Security Trustee") and David Johnson (the "Nominee").

Amount secured by the mortgage or charge

All obligations which the Chargor may at any time have to the Security Trustee (whether for its own account or as trustee for the secured parties) or any of the other secured parties under or pursuant to the Finance Documents including, without limitation, the Security Interest Agreement including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) (the "Secured Liabilities")

See Schedule 2 for definitions

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

The Governor and Company of the Bank of England (in its capacity as Security Trustee) of Threadneedle Street, London

Postcode EC2R 8AH

Presentor's name address and  
reference (if any)Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

Ref 70-40328461

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



\*LR8C2XE9\*

LD3

21/02/2008

32

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 1

Please do not  
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*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

21/7/2008

On behalf of ~~XXXXXXXX~~ (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 situated 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**.

## **SCHEDULE 1**

### **SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

Under the Security Interest Agreement the Chargor and the Nominee, with the intention of creating a first priority security interest, pursuant to the provisions of the Law, in favour of the Security Trustee in the Collateral, assign, transfer and otherwise make over to the Security Trustee or its nominee all their rights, title and interest in or to the Collateral, such security to be held by the Security Trustee on trust for itself and the secured parties

#### **Further Assurance**

The Security Interest Agreement contains covenants for further assurance

#### **Negative Pledge**

Under the terms of the Security Interest Agreement, the Chargor undertakes that it shall not agree or attempt to, and shall procure that the Nominee shall not agree or attempt to, at any time, create, grant, extend or permit to subsist any security interest, right of set-off, option to purchase or other similar rights whatsoever on, over or affecting all or any part of the Collateral or any rights in relation to it

#### **No Disposal**

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

See Schedule 2 for definitions

## **SCHEDULE 2**

### **DEFINITIONS**

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

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

**"Charged Property"** means the assets listed in Schedule 3 to this form 395 and any and all further shares in the capital of the Company which the Chargor may be or become the legal and/or beneficial owner from time to time

**"Collateral"** means the Charged Property, any Derivative Asset, the Contract Rights and any other property at any time subject to the security interest created under the Security Interest Agreement

**"Company"** means Northern Rock Mortgage Indemnity Company Limited, a company incorporated in Guernsey, registered under number 28379 and with its registered office at 4<sup>th</sup> Floor, The Albany, South Esplanade, St Peter Port, Guernsey, and whose shares or other securities are the subject of the security created under the Security Interest Agreement

**"Contract Rights"** means all powers, right and interest of the Chargor in or pursuant to the Nominee Agreement including without limitation all and any right of the Chargor to require the Nominee to deliver or redeliver or cause to be delivered or redelivered to the Chargor (whether pursuant to contract or as trustee or otherwise howsoever) title to and possession of any or all of the property held by the Nominee for, or to the order of, the Chargor

**"Debenture"** means the debenture dated on or about the Effective Date between the Chargor and the Bank pursuant to which the Chargor created fixed and floating security over its assets in favour of the Bank

**"Deed of Charge"** means the deed of charge dated 14th September 2007 between the Bank and the Chargor.

**"Derivative Asset"** means any dividend, distribution, interest on dividends and distributions, stock, share or other security, right, money or other intangible moveable property at any time after the date of the Security Interest Agreement derived from or accruing, offered or created in relation to, or issued in substitution for, all or any part of the Charged Property (whether by way of redemption, bonus preference, option, substitution, conversion or otherwise)

**"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 Costs Recovery Deed, the Debenture, the Mortgage Portfolio Letter, the Services Deed and any other document or agreement entered into between the Bank and the Chargor 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 Chargor after the Effective Date and 'Finance Document' means any one of them

**"Indemnity and Costs Recovery Deed"** means the indemnity and costs recovery deed dated on or about the Effective Date between, *inter alia*, the Bank and the Chargor

**"Law"** means the Security Interests (Guernsey) Law, 1993

**"Loan Agreement"** means the loan agreement dated 14 September 2007 as amended and restated on 9 October 2007 and as further amended on 16 November 2007, 7 December 2007 and 18 December 2007 made between the Chargor (as borrower) and the Security Trustee (as lender and security trustee) 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 Chargor, *inter alia*, identifying the Mortgage Portfolio and containing the Chargor's representations, warranties and undertakings in relation to the Mortgage Portfolio, and including any further letter between the Bank and the Chargor expressed to be supplemental to the Mortgage Portfolio Letter

**"Nominee"** means David Johnson of Northern Rock House, Gosforth, Newcastle upon Tyne

**"Nominee Agreement"** means the declaration of trust made by the Nominee in favour of the Chargor in respect of the Charged Property dated on or about 29 September 1994

**"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 Chargor.

### **SCHEDULE 3**

#### **THE CHARGED PROPERTY**

Northern Rock PLC	Beneficial and legal title to 34,999,999 ordinary shares of £1 00 each in Northern Rock Mortgage Indemnity Company Limited , and Beneficial title to 1 ordinary share of £1 00 in Northern Rock Mortgage Indemnity Company Limited
David Johnson	Legal title to 1 ordinary share of £1 00 in Northern Rock Mortgage Indemnity Company Limited



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

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

**COMPANY NO. 3273685  
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY INTEREST  
AGREEMENT DATED 11 FEBRUARY 2008 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 (IN ITS CAPACITY  
AS SECURITY TRUSTEE) OR ANY OF THE OTHER SECURED  
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE  
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING  
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
21 FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 FEBRUARY  
2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES