

MG04

Application for registration of a memorandum of satisfaction that part (or the whole) of the property charged (a) has been released from the charge; (b) no longer forms part of the company's property



☒ **What this form is for**
You may use this form to register a memorandum of satisfaction where part or the whole of the property has a) been released from the charge or b) ceased to form part of the property

☒ **What this form is NOT for**
You cannot use this form to register a memorandum of satisfaction where part or the whole of the property a) has been released from the charge or b) no longer forms part of the company's property for a company registered in Scotland. To do this, please use MG04s

TUESDAY



LD2 09/02/2010 241
COMPANIES HOUSE

1 Company details

Company number 0 3 2 7 3 6 8 5

Company name in full NORTHERN ROCK (ASSET MANAGEMENT) PLC (Formerly NORTHERN ROCK PLC) (the *Company*)

For official use
1 6
Filling in this form
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Creation of charge

Date charge created 2 8 0 8 2 0 0 8

Description 1 Deed of Charge dated 28 August 2008 (the *Deed*) between the *Company* and the Governor and Company of the Bank of England (the *Security Trustee*)

Date of registration 2 1 0 9 2 0 0 8

- 1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'
- 2 The date of registration may be confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name The Governor and Company of the Bank of England as Security Trustee

Address Threadneedle Street, London

Postcode E C 2 R 8 A H

Name

Address

Postcode

Name

Address

Postcode

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

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4 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

1 SECURITY

English Mortgage Loans and English Related Security

1 1 Subject to the subsisting rights of redemption of the relevant Underlying Obligors, the Company by way of first fixed security for the payment or discharge of the Secured Obligations has charged to and in favour of the Security Trustee all of its right, title, interest and benefit, existing now or in the future, in the English Mortgage Loans and English Related Security, including, without limitation, all right, title, interest and benefit of the Company in, to, under or in respect of

(a) the right to receive, demand, sue for, recover and give receipts for all principal moneys payable under such English Mortgage Loans and English Related Security or the unpaid part thereof and the interest due or to become due thereon,

(b) all covenants with and undertakings and obligations to the Company contained within each English Mortgage Loan and English Related Security together with the right to sue thereon, and the right to exercise all powers of the Company in relation to each Mortgage Loan and English Related Security,

(continue on MG04 - continuation pages 1-4)

All capitalised terms used but not defined in this Form MG04 shall have the meaning given to them on the MG04-continuation pages 5-10 attached

5 Satisfaction of the property charged

I confirm that with respect to the charge described above that 1

- ☐ part of the property
☒ the whole of the property

has 1

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

1 Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X Freshfields Bruckhaus Deringer LLP X

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

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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. The contact information you give will be visible to searchers of the public record.

Contact name
ANDREW HEATHCOTE

Company name
FRESHFIELDS BRUCKHAUS DERINGER LLP

Address
65 FLEET STREET

LONDON

ENGLAND

Post town

County/Region

Postcode
E C 4 Y 1 H S

Country
UNITED KINGDOM

DX
DX 23 LONDON/CHANCERY LANE

Telephone
020 7936 4000



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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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 or email 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

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<p>4</p>	<p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p>
<p>Short particulars</p>	<p>(continuation page 1 of 10)</p> <p>Short Particulars of all the property mortgaged or charged (continued)</p> <p>[...]</p> <p>(c) the Mortgage Files, all correspondence with the Underlying Obligors and all other records, data and information relating to each English Mortgage Loan and English Related Security, and</p> <p>(d) all the estate, right and interest in and to the related English Properties vested in the Company</p> <p>The Scottish Mortgage Loans and Scottish Related Security</p> <p>1 2 Subject to the subsisting rights of redemption of the relevant Underlying Obligors, the Company, with absolute warrandice, has undertaken to the Security Trustee and has bound and obliged itself to execute and deliver such documents, and in such form, and to take such other steps as the Security Trustee shall reasonably consider necessary to enable the Security Trustee to perfect a first ranking heritable security over the Scottish Mortgage Loans including, without limitation the Scottish Related Security and all sums secured thereby</p> <p>1 3 The Company as holder of the beneficial interest therein and with absolute warrandice, and subject to the proviso for redemption hereinafter contained, has assigned to and in favour of the Security Trustee in security for the discharge and payment of the Secured Obligations the Company's whole right title and interest, present and future, in and to the whole of the Scottish Mortgage Loans and the Scottish Related Security, surrogating and substituting the Security Trustee in its full right and place therein and thereto</p> <p>Northern Irish Mortgage Loans and Northern Irish Related Security</p> <p>1 4 Subject to the subsisting rights of redemption of the relevant Underlying Obligors, the Company, by way of first fixed security for the payment or discharge of the Secured Obligations, as beneficial owner and if appropriate as the registered owner or as the person entitled to be registered as owner of the Northern Irish Mortgage Loans has charged to the Security Trustee by way of first fixed security all of its right, title, interest and benefit, existing now or in the future, in the Northern Irish Mortgage Loans and Northern Irish Related Security, including, without limitation, all right, title, interest and benefit of the Company in, to, under or in respect of</p> <p>(a) the right to receive, demand, sue for, recover and give receipts for all principal moneys payable under such Northern Irish Mortgage Loans and Northern Irish Related Security or the unpaid part thereof and the interest due or to become due thereon,</p>

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4	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 2 of 10)</p> <p>(b) all covenants with and undertakings and obligations to the Company contained within each Northern Irish Mortgage Loan and Northern Irish Related Security together with the right to sue thereon, and the right to exercise all powers of the Company in relation to each Northern Irish Mortgage Loan and Northern Irish Related Security,</p> <p>(c) the Mortgage Files, all correspondence with the Underlying Obligors and all other records, data and information relating to each Northern Irish Mortgage Loan and Northern Irish Related Security, and</p> <p>(d) all the estate, right and interest in and to the related Northern Irish Properties vested in the Company</p> <p>Company Accounts</p> <p>1.5 The Company as beneficial owner and by way of first fixed security for the payment or discharge of the Secured Obligations has charged to and in favour of the Security Trustee (but subject to and then only to the extent permitted by any document or agreement or contractual term binding upon it in relation to or in connection with any such Company Account) all of its right, title, interest and benefit, existing now or in the future, in and to all sums of money which may now be or hereafter are from time to time standing to the credit of the Company Accounts and any right to receive the proceeds thereof or any interest therein (including any interest under any trust or other entitlement to the money in any such account) and any other bank account in which the Company may at any time acquire any right, title, interest or benefit and each debt represented by those amounts, including all interest accrued and other moneys received in respect thereof</p> <p>Save as otherwise agreed by the Security Trustee, no payments shall be made out of the Company Accounts without the prior consent of the Security Trustee</p> <p>Insurance Policies</p> <p>1.6 The Company by way of first fixed security for the payment or discharge of the Secured Obligations has assigned to and in favour of the Security Trustee:</p> <p>(a) subject to the subsisting rights of redemption of the relevant Underlying Obligors, all its right, title, interest and benefit in the relevant Life Policies (if any) relating to the Mortgage Loans including for the avoidance of doubt the benefit of, and the right to sue on, all covenants with and undertakings and obligations to the Company in or relating to each related charge or assignment to which the Company has the benefit (if any) and the right to exercise all powers of the Company in relation to each such charge or assignment (if any),</p>

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4	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 3 of 10)</p> <p>(b) all its right, title, interest and benefit in the Third Party Buildings Policies arranged by the Company in respect of the Mortgage Loans including for the avoidance of doubt the benefit of, and the right to sue on, all covenants with and undertakings and obligations to the Company in or relating to each related charge or assignment to which the Company has the benefit (if any) and the right to exercise all powers of the Company in relation to each such charge or assignment (if any),</p> <p>(c) all its right, title and interest in any Contingency Policy (if any) arranged by the Company in respect of the Mortgage Loans including for the avoidance of doubt the benefit of, and the right to sue on, all covenants with and undertakings and obligations to the Company in or relating to each related charge or assignment to which the Company has the benefit (if any) and the right to exercise all powers of the Company in relation to each such charge or assignment (if any), and</p> <p>(d) all its causes and rights of action (if any) against any person in connection with the report on title or valuation report or any other report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Mortgage Loan or Related Security or affecting the initial decision to advance any such Mortgage Loan</p> <p>Interest in the Mortgage Trust</p> <p>1 7 The Company by way of first fixed security for the payment or discharge of the Secured Obligations has charged to and in favour of the Security Trustee all of its right, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Interest in the Mortgage Trust including, without any limitation, any distributions, proceeds or benefits received by the Company in relation to the Interest in the Mortgage Trust</p> <p>The Company shall not agree to or otherwise permit the sale, disposal, assignment, discharge, release, variation or any other dealing in respect of its Interest in the Mortgage Trust without the consent of the Security Trustee</p> <p>Notes Sale Proceeds</p> <p>1.8 The Company by way of first fixed security for the payment or discharge of the Secured Obligations has assigned and charged to and in favour of the Security Trustee all of its rights, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Notes Sale Proceeds</p> <p>Contractual Rights</p> <p>1 9 The Company as beneficial owner and by way of first fixed security for the payment or discharge of the Secured Obligations has assigned to and in favour of the Security Trustee all of its right, title, interest and benefit, existing now or in the future, in, to, under or in respect of the Assigned Contractual Rights, including</p>

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(continuation page 4 of 10)

- (a) all of its rights to receive payment of any amounts which may become payable to it pursuant to or with respect to such Assigned Contractual Rights,
- (b) all moneys received by it pursuant to or with respect to such Assigned Contractual Rights,
- (c) all its rights to give notices and/or make demands pursuant to such Assigned Contractual Rights and/or to take the steps which are required to cause payments to become due and payable thereunder or with respect to such Assigned Contractual Rights,
- (d) all of its rights of action in respect of any breach of or default in respect of such Assigned Contractual Rights, and
- (e) all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Assigned Contractual Rights

Sub-charges

1 10 Without prejudice to the charges contained in 1 1 (*English Mortgage Loans and English Related Security*) above and to the extent that no charge created by that clause is (if the Security Trustee were so to require) capable of registration at the Land Registry of England and Wales as a sub-charge, the Company, in exercise of the power conferred by section 23(2)(b) of the LRA 2002, by way of security for the payment or discharge of those Secured Obligations comprising an obligation or liability to pay money has charged at law in favour of the Security Trustee all indebtedness secured by each registered charge of which it is registered as proprietor at the Land Registry of England and Wales including without limitation those registered against the title numbers set out in the Mortgage Portfolio Letter

1.11 Without prejudice to the charges contained in 1 4 (*Northern Irish Mortgage Loans and Northern Irish Related Security*) above and to the extent that no charge created by that clause is (if the Security Trustee were so to require) capable of registration at the Registry of Deeds of Northern Ireland as a sub-charge, the Company by way of security for the payment or discharge of those Secured Obligations comprising an obligation or liability to pay money has charged at law in favour of the Security Trustee all indebtedness secured by each registered charge of which it is registered as proprietor at the Registry of Deeds of Northern Ireland including without limitation those registered against the title numbers set out in the Mortgage Portfolio Letter

2. FLOATING CHARGE

If, and to the extent, that any of the charges over assets effected in or pursuant to 1 1 (*English Mortgage Loans and English Related Security*) to 1.11 (*Sub-Charges*) (inclusive) above do not operate as fixed charges they shall operate as floating charges

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<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;">4</div>	Short particulars of all the property mortgaged or charged Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 5 of 10)</p> <p>Definitions</p> <p>9 October Debenture means the debenture dated 9 October 2007 and as amended on 1 May 2008 between the Company and the Security Trustee pursuant to which the Company created fixed and floating security over its assets in favour of the Security Trustee</p> <p>Assigned Contract means any contract, including any relating to the servicing or administration of the Mortgage Loans, which the Security Trustee and the Company agree from time to time should be an "Assigned Contract" for the purposes of the Finance Documents</p> <p>Assigned Contractual Rights means the right, title, interest and benefit of the Company under each Assigned Contract to which the Company is a party or in respect of which it has the benefit</p> <p>Bank means The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH</p> <p>Cash Sweep Account has the meaning given to it in the Loan Agreement</p> <p>Company Accounts means any Mortgage Collection Account and Cash Sweep Account established pursuant to the Loan Agreement, or any other bank account of the Company or in respect of which the Company at any time has an interest which the Security Trustee and the Company agree should be a "Company Account" for the purposes of the Finance Documents (including any renumbering or redenomination of any such account from time to time)</p> <p>Company Charged Property means the whole of the right, title, benefit and interest of the Company in the property, assets and rights of the Company over which security is created by or pursuant to the Deed including, without limitation, the Mortgage Loans, the Related Security, the Assigned Contracts, the Company Accounts, the Interest in the Mortgage Trust and the Note Sale Proceeds</p> <p>Composite Debenture means the debenture dated 10 December 2007 and as amended on 1 May 2008 between the Guarantors and the Security Trustee pursuant to which each Guarantor created fixed and floating security over its assets in favour of the Security Trustee</p> <p>Contingency Policy means any insurance policy described as a contingency policy, mortgage indemnity guarantee policy, restrictive covenant policy, or payment protection policy (other than a Third Party Buildings Policy) and any other insurance contract of similar effect in replacement, addition or substitution for such policy from time to time relating to a Mortgage Loan</p> <p>Debenture means the debenture dated the Fourth Effective Date between the Guarantors, the Security Trustee and the Lender pursuant to which the Company created fixed and floating security over its assets in favour of the Security Trustee</p>

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4	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(continuation page 6 of 10)</p> <p>English Mortgage Loan means a Mortgage Loan in relation to an English Property</p> <p>English Property means a freehold or long leasehold residential property in England or Wales that is secured by a Mortgage</p> <p>English Related Security means the Related Security in respect of an English Mortgage Loan</p> <p>Facility Agent means the Bank in its capacity as facility agent</p> <p>Fourth Effective Date means 28 August 2008</p> <p>Finance Document means collectively the Loan Agreement, the Deed, the Indemnity and Cost Recovery Deed, the 9 October Debenture, the Debenture, the Composite Debenture, the Second Composite Debenture, the Guernsey Security Documents, the Mortgage Portfolio Letter, the Services Deed, the Novation and Amendment Deed and any other document or agreement entered into between the Lender and/or the Security Trustee and the Company in respect of any of the foregoing or referred to therein or the transactions contemplated hereby or thereby, and any other document designated as a 'Finance Document' by the Lender and/or the Facility Agent and the Company and 'Finance Document' means any one of them</p> <p>Finance Party means the Facility Agent, the Security Trustee, the Lender, the Bank and HMT</p> <p>Group means the Company and its Subsidiaries from time to time</p> <p>Guarantor means a member of the Group which has acceded hereto as a guarantor pursuant to a Guarantor Accession Agreement</p> <p>Guarantor Accession Agreement means a guarantor accession deed in form and substance acceptable to the Lender</p> <p>Guernsey Security Documents means (i) the security interest agreement dated 11 February 2008 between the Company as chargor, the Security Trustee and David Johnson as nominee relating to the shares and related rights in Northern Rock Mortgage Indemnity Company Limited, (ii) the security interest agreement dated 14 February 2008 between the Company as chargor, the Security Trustee and BNTB Nominees (Guernsey) Limited as nominee relating to the shares and related rights in Northern Rock (Guernsey) Limited, (iii) the security interest agreement dated the Fourth Effective Date between the Company as chargor, the Lender, the Security Trustee and David Johnson as nominee relating to the shares and related rights in Northern Rock Mortgage Indemnity Company Limited and (iv) the security interest agreement dated the Fourth Effective Date between the Company as chargor, the Lender, the Security Trustee and BNTB Nominees (Guernsey) Limited as nominee relating to the shares and related rights in Northern Rock (Guernsey) Limited</p> <p>HMT means the Commissioners of Her Majesty's Treasury</p>	

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 7 of 10)</p> <p>Indemnity and Cost Recovery Deed means the indemnity and costs recovery deed originally dated 9 October 2007 between the Bank, the Company and HMT as amended on 18 December 2007 and as amended by or pursuant to the Novation and Amendment Deed</p> <p>Interest in the Mortgage Trust means the whole of the right, title, benefit and interest of the Company in, to, under or in respect of the Mortgage Trust both in the Company's capacity as beneficiary under the Mortgage Trust and otherwise and including, without limitation, the Company's right, title, benefit and interest in, to, under or in respect of the property held by the Mortgage Trust from time to time to the extent that such, right, title, benefit, interest or distribution is referable to the Mortgage Loans held by the Mortgage Trust</p> <p>Land Registry means in relation to English Property, the Land Registry of England and Wales, in relation to Scottish Property the Registers of Scotland and, in relation to Northern Irish Property the Registry of Deeds of Northern Ireland</p> <p>Lender means</p> <p>(a) HMT, or</p> <p>(b) any entity that becomes a lender pursuant to clause 30 (<i>Transfer by the Lender</i>) of the Loan Agreement after the Fourth Effective Date</p> <p>Life Policy means any insurance policy described as such and any other insurance contract of similar effect in replacement, addition or substitution for such policy from time to time relating to a Mortgage Loan</p> <p>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, as further amended on 16 November 2007, 7 December 2007, 18 December 2007, 11 February 2008, 17 March 2008, 29 March 2008, 1 May 2008, and 20 June 2008 and as novated, amended and restated on the Fourth Effective Date and as may be further amended, varied, novated or supplemented from time to time</p> <p>LRA 2002 means the Land Registration Act 2002</p> <p>Mortgage means, in relation to a Mortgage Loan, the charge by way of legal mortgage in England and Wales and Northern Ireland, and a Standard Security in Scotland over the relevant Property securing such Mortgage Loan and any legal mortgage or Standard Security in replacement, addition or substitution thereof</p> <p>Mortgage Collection Account means any account (other than the Cash Sweep Account) into which any payments or other funds are, or shall be received, by or for the account of the Company or any member of the Group in relation to the Mortgage Portfolio</p>

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<div style="border: 1px solid black; padding: 2px; text-align: center;">4</div>	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(continuation page 8 of 10)</p> <p>Mortgage Conditions means, in relation to a Mortgage Loan and Mortgage, the loan agreement, the mortgage deed and any incorporated terms and conditions applying to them, or either of them</p> <p>Mortgage File means all forms, agreements, records, correspondence, title deeds and other documentation in relation to the Mortgage Loans and the Related Security</p> <p>Mortgage Loan means the aggregate of all advances made to an Underlying Obligor by way of loan which are secured or intended to be secured by a Mortgage and which are from time to time outstanding to the Company (as a lender thereunder) as specified in the Mortgage Portfolio Letter</p> <p>Mortgage Portfolio means all of the Mortgage Loans which are from time to time subject to the security created by or pursuant to the Deed over the Company Charged Property</p> <p>Mortgage Portfolio Letter means the letter agreed by the Bank and the Company dated 19 September 2007 and as re-issued pursuant to the Novation and Amendment Deed as the "Second Mortgage Portfolio Letter", 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 Lender and the Company expressed to be supplemental to the Mortgage Portfolio Letter</p> <p>Mortgage Trust means any trust to which, upon the written consent of the Security Trustee, the Mortgage Loans may be assigned by the Company and under which the Company is a beneficiary</p> <p>Mortgage Trustee means the trustee from time to time of the Mortgage Trust</p> <p>Northern Irish Mortgage Loan means a Mortgage Loan in relation to a Northern Irish Property</p> <p>Northern Irish Property means a freehold or long leasehold or fee farm grant of residential property located in Northern Ireland that is secured by a Mortgage</p> <p>Northern Irish Related Security means the Related Security in respect of a Northern Irish Mortgage Loan</p> <p>Notes means the notes or other securities from time to time issued to the Company that are referable to or in respect of the Mortgage Loans including any such notes or other securities issued pursuant to any securitisation issue involving the Mortgage Trustee</p> <p>Notes Sale Proceeds means the right to receive the proceeds of sale of Notes which have been sold to third parties</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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Novation and Amendment Deed means the novation and amendment deed dated the Fourth Effective Date between the Bank in its capacities as the existing lender, Facility Agent and Security Trustee, HMT in its capacity as the new lender, the Company and each Guarantor and by or pursuant to which, among other things, the rights and obligations of the existing lender under the Finance Documents have been transferred to the new lender

Property means the English Property, Northern Irish Property and Scottish Property upon which Mortgage Loans are secured

Registers of Northern Ireland means the Land Registry of Northern Ireland and/or the Registry of Deeds, Belfast

Registers of Scotland means the Land Register of Scotland and/or the General Register of Sasines

Receiver means any person or persons (being a licensed insolvency practitioner), who is appointed by the Security Trustee to be a receiver of the Company Charged Property whether acting individually, jointly, or jointly and severally, as the Security Trustee may determine

Related Security means in relation to a Mortgage Loan, the Mortgage relating thereto and all other collateral security for all moneys payable under such Mortgage Loan including any relevant guarantees, deeds of consent, deeds of postponement, Marital Homes Act documentation and any other documents relating to the Mortgage Loan, together with any rights against any person or persons in connection with the origination and completion of such Mortgage Loan

Scottish Mortgage Loan means a Mortgage Loan in relation to a Scottish Property

Scottish Property means a heritable or long lease residential property located in Scotland that is secured by a Mortgage

Scottish Related Security means the Related Security in respect of a Scottish Mortgage Loan

Second Composite Debenture means the debenture dated the Fourth Effective Date between the Guarantors, the Security Trustee and the Lender pursuant to which each Guarantor created fixed and floating security over its assets in favour of the Security Trustee

Secured Obligations means all monies, liabilities and obligations whatsoever, present and future and whether actual or contingent, which from time to time become due, owing or payable by the Company to the Finance Parties and/or any Receiver under the Deed or any other Finance Document or any other documents evidencing or securing any such liabilities

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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Services Deed means the services deed originally dated 9 October 2007 between the Bank and the Company and as amended on 18 December 2007, 22 January 2008 and 11 February 2008 and as novated and amended by or pursuant to the Novation and Amendment Deed

Standard Security means a heritable security created by a standard security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

Third Party Buildings Policy means any insurance policy described as such and any other insurance contract of similar effect in replacement, addition or substitution for such policy from time to time relating to a Mortgage Loan

Underlying Obligor means, in relation to a Mortgage Loan, the person named as the borrower in the relevant Mortgage Conditions, or any other person from time to time assuming the obligations of the borrower to repay such Mortgage Loan or any part of it