

MG01

Particulars of a mortgage or charge



231656-13

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 a company. To do this, please use form MG01s

THURSDAY



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10/01/2013

#33

COMPANIES HOUSE

1

Company details

Company number 0 6 9 5 2 3 1 1

Company name in full VIRGIN MONEY PLC (the **Chargor**)

3

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 d0 d8 m0 m1 y2 y0 y1 y3

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

The deed of charge made between, inter alia, the Chargors as set out in Schedule 1 of the Deed and the Governor and Company of the Bank of England as security trustee for the Security Beneficiaries (the **Security Trustee**) dated 8 January 2013 (the **Deed**)

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Amount secured

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

Amount secured

The Secured Liabilities, as that term is defined in the continuation sheet attached to this form MG01

Any terms used in this form MG01 but not defined have the same meaning given to such terms in the continuation sheet attached

Continuation page

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

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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 The Governor and Company of the Bank of England

Address Threadneedle Street, London

(as Security Trustee for the Security Beneficiaries)

Postcode E C 2 R 8 A H

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 the continuation sheet attached

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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

Nil

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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 870)

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 866) 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)

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Signature

Please sign the form here

Signature

Signature

X

Allen & Overy 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 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 Jo Girvan

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UK

DX

Telephone 020 3088 0000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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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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

1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

As security for the payment of all the Secured Liabilities, the Chargor charges to the Security Trustee by way of first fixed charge over its present and future assets with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 all of its rights and interest in respect of

- (i) all securities and amounts standing to the credit of its Securities Account with the Security Trustee, and the entitlements or debts represented by those credits (including any coupon, dividend or interest paid or payable in relation to it and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise),
- (ii) its Securities Account, and
- (iii) the Credit Balance on its Cash Account

Pursuant to the negative pledge, the Chargor may not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, or
- (c) withdraw any security credited to its Securities Account, or
- (d) withdraw any part of the Credit Balance,

except as permitted or contemplated under the Deed or the Liquidity Agreement

2. DEFINITIONS

Capitalised terms, unless expressly defined in this MG01 form, have the same meaning given to them in the Deed

In this MG01 form

"**BACS Settlement Agreement**" means the BACS Settlement Agreement between the parties defined therein as Members and the BACS System Operator dated on or about the date of the Deed

"**BACS System**" means the payment clearing system managed by the BACS System Operator and including any technology systems used by Suppliers for the automated processing and clearing of payments with respect to such system

"**BACS System Operator**" means BACS Payment Schemes Limited, whose registered office is at 2 Thomas More Square, London, E1W 1YN and whose registered number is 4961302

"**Beneficiary**" means (i) in relation to the Chargor if it is a Non-Paying Member or a Non-Paying Liquidity Member, a Member that has made liquidity funds (whether or not equal to its Proportionate Share of the

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>applicable Non-Paying Member Shortfall or Non-Paying Liquidity Member Shortfall) available to the Settlement Service Provider under clause 2 1(b) or clause 2 2(c) or clause 2 4(b) of the Liquidity Agreement in connection with the Chargor, and those liquidity funds have been applied under clause 3 2 of the Liquidity Agreement and have not been repaid in full and each Member that has a Single Claim that has not been settled, and (ii) in relation to a Chargor which is a Non-Paying Member and which has provided Temporary Cap Collateral in connection with a Temporary Cap Increase, and in respect of the Chargor's obligation to apply the Temporary Cap Collateral towards the reduction of such Non-Paying Member Shortfall in accordance with clause 3 4 of the Liquidity Agreement and each Member that has a Single Claim that has not been settled</p> <p>"Cash Account" means the dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, the Chargor, created by, and maintained in the records of the Security Trustee, to which cash shall be recorded</p> <p>"Chargors" means the chargors as set out in Schedule 1 of the Deed</p> <p>"Credit Balance" means, with respect to a Chargor, the credit balance from time to time on that Chargor's Cash Account</p> <p>"Liquidity Agreement" means the BACS Liquidity Funding and Collateralisation Agreement dated on or about the date of the Deed between (among others) the Chargor and the Security Trustee</p> <p>"Liquidity Member" has the meaning given to it in the BACS Settlement Agreement</p> <p>"Member" means each institution which is party to an agreement with the BACS System Operator under which it is granted membership of the BACS System and has the rights and obligations of a member of the BACS System from time to time</p> <p>"Non-Paying Liquidity Member" has the meaning given to it in the Liquidity Agreement</p> <p>"Non-Paying Liquidity Member Shortfall" has the meaning given to it in the Liquidity Agreement</p> <p>"Non-Paying Member" has the meaning given to it in the Liquidity Agreement</p> <p>"Non-Paying Member Shortfall" has the meaning given to it in the Liquidity Agreement</p> <p>"Proportionate Share" means, in relation to a Liquidity Member or Remaining Liquidity Member, the share of the applicable Non-Paying Member Shortfall or Non-Paying Liquidity Member Shortfall which is notified to it by the BACS System Operator under clause 2 1(b) or 2 2(b) (respectively) of the Liquidity Agreement, as determined on the basis of the applicable formula set out in formula 4a of Schedule 4 of the Liquidity Agreement in the case of a Non-Paying Member Shortfall or formula 4b of Schedule 4 of the Liquidity Agreement in the case of a Non-Paying Liquidity Member Shortfall</p> <p>"Remaining Liquidity Member" has the meaning given to it in the BACS Settlement Agreement</p> <p>"Secured Liabilities" means, with respect to the Chargor, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) (together, the "Liabilities") of the Chargor to</p> <p>(a) any Beneficiary in relation to the Chargor under (i) clause 5 1(a), 5 1(c), 5 2(a) and/or 5 2(c) of the Liquidity Agreement, (ii) under clause 5 1(b) and/or 5 2(b) of the Liquidity Agreement, and (iii)</p>

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

under clause 3 4 of the Liquidity Agreement, and

- (b) the Security Trustee and/or the Settlement Service Provider under the Deed, the Liquidity Agreement and any other Security Document

"**Securities Account**" means the dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, the Chargor, created by, and maintained in the records of the Security Trustee, to which securities shall be recorded

"**Security Assets**" means, with respect to the Chargor, all assets of the Chargor the subject of any security created by the Deed

"**Security Beneficiaries**" means each Beneficiary, the Settlement Service Provider and, if different, the Security Trustee

"**Security Document**" means the Deed and any other document designated as such by the Security Trustee and the BACS System Operator

"**Security Interest**" means mortgage, pledge, lien, charge, assignment by way of security, retention of title and any other encumbrance or security interest whatsoever created or arising under relevant law, as well as any other agreement or arrangement having the effect of or performing the economic function of conferring security howsoever created or arising

"**Settlement Service Provider**" means The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH

"**Single Claim**" has the meaning given to it in the BACS Settlement Agreement

"**Supplier**" means VocaLink Limited (registered number 06119048) and/or any other substitute or additional supplier authorised by the BACS System Operator to provide services in connection with the operation of the BACS System

"**Temporary Cap Collateral**" has the meaning given to it in the Liquidity Agreement

"**Temporary Cap Increase**" has the meaning given to it in the BACS Settlement Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6952311
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 8
JANUARY 2013 AND CREATED BY VIRGIN MONEY PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY BENEFICIARY AND THE GOVERNOR AND
COMPANY OF THE BANK OF ENGLAND (AS SECURITY
TRUSTEE FOR THE SECURITY BENEFICIARIES) 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 10 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JANUARY
2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**