

# M

Please do not  
write in  
this margin

CHA 116

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

\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[ ] [ 2 ] [ ]

3007549

Name of company

\* Green Park Mortgage Funding Limited (the "Company")

Date of creation of the charge

9 February 1998

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

A Pledge Agreement (the "Pledge Agreement") dated 9 February 1998 and made between the Company and Union Bank of Switzerland, London Branch ("UBS").

Amount secured by the mortgage or charge

All obligations present and future, actual and contingent of the Company owing to UBS under the Secured term loan agreement dated 5 February 1998 between UBS and the Company (the "Secured Liabilities").

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

Union Bank of Switzerland, acting through its branch at 100 Liverpool Street, London EC2M 2RH.

Presenter's name address and  
reference (if any):

Clifford Chance  
200 Aldersgate Street  
London  
EC1A 4JJ

SHXC03\$8.LFD

Time critical reference

For official use  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See Schedule One

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)

None

Signed

*Clifford Chance*

Date 11/2/98

On behalf of [company] [~~mortgagee/chargee~~] <sup>†</sup>

<sup>†</sup> 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.

## Schedule 1

**1. The Pledge**

The Company pledges to UBS, as security for the due performance of the Secured Liabilities, the Charged Assets. "Charged Assets" means the Detachable A Coupons issued as part of the £63,840,000 class A mortgage back floating rate notes due 2038 issued by Residential Mortgage Securities 3 plc on 9 February 1998.

**2. Covenant for further assurance**

The Company shall cooperate with UBS and sign or cause to be signed all such further documents and take all such further action as UBS may from time to time reasonably request to perfect and protect the pledge of the Charged Assets and to carry out the provisions and purposes of the Pledge Agreement.

**3. Negative Pledge**

The Company shall not dispose of all or any of the Charged Assets, shall not create any other pledge, charge or encumbrance in respect of the Charged Assets (irrespective of whether ranking behind the pledge created hereby), and shall not permit the disposal of all or any of the Charged Assets or the existence of any such pledge, charge or encumbrance except in accordance with or permitted by clauses 6, 15.3(b) and 16 of the Custody Agreement dated 9 February 1998 between the Company, UBS and Bank Brussels Lambert.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03007549

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 9th FEBRUARY 1998 AND CREATED BY GREEN PARK MORTGAGE FUNDING LIMITED FOR SECURING ALL OBLIGATIONS PRESENT AND FUTURE, ACTUAL AND CONTINGENT OF THE COMPANY TO UNION BANK OF SWITZERLAND UNDER THE SECURED TERM LOAN AGREEMENT DATED 5TH FEBRUARY 1998 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th FEBRUARY 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th FEBRUARY 1998.

A handwritten signature in dark ink, appearing to read 'A. J. Wakeham', with a horizontal line extending to the right.

A. J. WAKEHAM

for the Registrar of Companies



COMPANIES HOUSE