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## COMPANIES FORM No. 395

# 395

### Particulars of a mortgage or charge

Please do not  
write in this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

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

24

3437350

208318-13

\* insert full name  
of company

Name of company

Finsbury Park Mortgage Funding Limited (the "Company") incorporated under the laws of England and Wales whose registered office is at 1 Sheldon Square, London W2 6PU.

Date of creation of the charge

11 October 2005

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

A buy back deed (the "Buy Back Deed") dated 11 October 2005 and made between the Company and Residential Mortgage Securities 21 Plc (the "Issuer").

Amount secured by the mortgage or charge

All monies and other liabilities now or at any time hereafter becoming due or owing by the Company to the Issuer under or pursuant to the Clause 8 of the DACS/RMS 21 Mortgage Sale Agreement (the "Obligations").

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in the Master Definitions Schedule dated 10 October 2005 appended hereto as Schedule 2 on the continuation sheet).

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

Residential Mortgage Securities 21 Plc

1 Sheldon Square

London

Postcode

W2 6PU

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

White & Case

5 Old Broad Street

London EC2N 1DW

Our ref: MC/RKG/4426475-0004

For official Use

Mort



LD2  
COMPANIES HOUSE

87  
17/10/2005

Short particulars of all the property mortgaged or charged

See Schedule 1 on the Continuation Sheet.

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

*White & Case*

Date

*14-10-2005*

On behalf of Company†: Finsbury Park Mortgage Funding Limited

†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 with 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.

**Continuation Sheet to Form 395**

**Schedule 1**

**Assignment**

By Clause 3 of the Buy Back Deed:

- a) The Company by way of security for the payment and discharge of the Obligations assigned to the Issuer with full title guarantee the Company's rights to serve a Notice of Drawdown in respect thereof and receive all moneys payable to the Company in respect thereof and to apply the same in satisfaction of the Obligations, all rights of the Company to compel performance thereof, all other rights enabling the Company to enforce any such claims directly or related to such payment and all other remedies, rights, interests and benefits whatsoever accruing to or for the benefit of the Company thereunder or in respect thereof (hereafter collectively referred to as the "Secured Assets").
- b) The Issuer will, at the request and cost of the Company, re-assign to the Company the Secured Assets upon all of the Obligations having been discharged in full to the satisfaction of the Issuer and the Company having no obligations (actual or contingent) to the Issuer under or pursuant to Clause 8 of the DACS/RMS 21 Mortgage Sale Agreement.
- c) The Company shall forthwith upon request by the Issuer do all such acts and things and execute and sign all such documents as may be considered by the Issuer to be requisite or expedient for perfecting, protecting or realising the security constituted by the Buy Back Deed, including without limitation the signing and delivery to the Lenders on the date thereof of a notice of the assignment in the form set out in the Schedule to the Buy Back Deed.

**Representations, Covenants and Negative Pledge**

By Clause 5 of the Buy Back Deed:

The Company has represented to the Issuer and undertakes that:

- a) it is the sole, lawful and beneficial owner of the Secured Assets free from mortgages, charges or other encumbrances and has a good right to assign the same;
- b) it has and will at all times have the necessary power to enable it to enter into and perform the obligations expressed to be assigned by it under the Buy Back Deed;
- c) the Buy Back Deed constitutes its legal, valid and binding obligation and is an effective security over the Secured Assets and every party thereof; and
- d) all necessary authorisations to enable or entitle the Company to enter into the Buy Back Deed have been obtained and are in full force and effect and will remain in full force and effect at all times during the subsistence of the Buy Back Deed.

The Company shall not without the prior written consent of the Issuer make or consent to any modification, amendment, waiver or release of any term, condition or provision of the Facility Agreement or any part thereof and not take or omit to take any action the taking or omission of which might result in any alteration or impairment or reduction in value to the Issuer or any of the Issuer's right, title or interest in the Secured Assets.

The Company undertakes to the Issuer that during the subsistence of the security constituted by the Buy Back Deed the Company will not create, grant or permit to subsist any other mortgage, charge or other encumbrance of any kind over or affecting the Secured Assets or any part thereof (other than any mortgage, charge or other encumbrance granted in favour of the Lenders by the Company on or prior to the date thereof), nor sell or otherwise dispose of, or agree to sell or otherwise dispose of, the benefit of all or any of the Company's right, title, benefit and interest in and to the Secured Assets or any part thereof.

**Continuation Sheet to Form 395**

**Schedule 2**

Please see attached Master Definitions Schedule.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03437350

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A BUY BACK DEED DATED THE 11th OCTOBER 2005 AND CREATED BY FINSBURY PARK MORTGAGE FUNDING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RESIDENTIAL MORTGAGE SECURITIES 21 PLC 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 17th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th OCTOBER 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

P.  
Dawson