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COMPANIES FORM No. 395

715658/39

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

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

For official use

Company number

31

3437350

Name of company

* insert full name
of company

Finsbury Park Mortgage Funding Limited (the "Company")

Date of creation of the charge

9th March 2007

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

A Supplemental Deed of Charge ("Supplemental Deed of Charge") (comprising an assignment in security and intimation thereof) dated 9th March 2007 made between Finsbury Park Mortgage Funding Limited, Kensington Mortgage Company Limited and Morgan Stanley Mortgage Servicing Limited supplemental to a Deed of Charge dated 11 January 2002 (as varied, amended, supplemented or restated from time to time) in favour of Morgan Stanley Mortgage Servicing Limited ("Deed of Charge").

Amount secured by the mortgage or charge

The aggregate of all indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Secured Creditors (as defined in the Deed of Charge) (i) whether actually or contingently, pursuant to the Facility Documents, whether solely or jointly with another person, whether as principal or surety and whether or not the Secured Creditors shall have been an original party to the relevant transaction and in whatever currency denominated (the "Secured Obligations").

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

Morgan Stanley Mortgage Servicing Limited (the "Security Trustee")

whose principal office is at 25 Cabot Square, Canary Wharf, London

Postcode E14 4QA

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

Angie Fletcher
Legal Department
Kensington Mortgages
1 Sheldon Square
London W2 6PU
Tel: 020 7297 7812

For official Use

Mortgage Section

Post room

MONDAY



AWDP8NSV

A48

12/03/2007

327

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The whole of the Company's rights, title and interest present and future, in and to the Scottish Trust Property, and to the whole benefit thereof and deriving thereunder and in and to the Scottish Declaration(s) of Trust, surrogating and substituting the Security Trustee in its full right and place therein and thereof.

Please do not write in this margin

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

JS

Particulars as to commission allowance or discount (note 3)

Signed



Date 9th March 2007

On behalf of company†

†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

In this form 395 unless the context otherwise requires:-

"Agent" means Kensington Mortgage Company Limited.

"Assigned Rights", **"Scottish Loans"**, **"Scottish Mortgages"** shall have the same meaning as those expressions are defined in the Loan Origination Agency Agreement.

"Facility Documents" has the same meaning as that expression is defined in the credit facility agreement dated 13 May 1999 as amended and restated on 11 January 2002 (as varied, amended, supplemented or restated from time to time) made between, *inter alia*, the Company and Morgan Stanley Dean Witter Principal Funding Inc.

"Loan Origination Agency Agreement" means the loan origination agency agreement made between, *inter alia*, Kensington Mortgage Company Limited, the Company and Morgan Stanley Dean Witter Principal Funding Inc. dated 11 January 2002 (as varied, amended, supplemented or restated from time to time).

"Scottish Declarations of Trust" means those declarations of trust granted by Kensington Mortgage Company Limited in favour of the Company dated 5th February 2007, 12th February 2007, 19th February 2007 and 26th February 2007.

"Scottish Trust Property" means each Scottish Loan originated by the Agent and the Scottish Mortgages relative thereto, details of which are set out in the Scottish Declarations of Trust, together with all principal sums, including any further advances present or future, interest and expenses comprised therein and secured thereby and the whole of the Assigned Rights and other rights pertaining thereto specified in Clause 3.3.1 of the Loan Origination Agency Agreement.

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 SUPPLEMENTAL DEED OF CHARGE, SUPPLEMENTAL TO A DEED OF CHARGE DATED 11 JANUARY 2002 AND DATED THE 9th MARCH 2007 AND CREATED BY FINSBURY PARK MORTGAGE FUNDING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED CREDITORS 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 12th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th MARCH 2007.

Pangela



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES