

637703/13

**M****COMPANIES FORM No. 395****Particulars of a mortgage or charge**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

**395**

CHFP025

Please do not  
write in  
this margin

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

\* insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

6

04019301

Name of company

Land Rover (the **Chargor**)

Date of creation of the charge

16 July 2009

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

A security agreement dated 16 July 2009 made between the **Chargor** and the **Security Trustee** (as defined below) (the **Security Agreement**).

Amount secured by the mortgage or charge

All present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever, of the **Chargor** and each Borrower to the Finance Parties under the Finance Documents (the **Secured Liabilities**).

Note: Capitalised terms not defined on this page are defined in the M395 Continuation Sheet.

Please return  
via  
CH London Counter

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

Burdale Financial Limited of 53 Queen Anne Street, London as trustee for the Finance Parties (the **Security Trustee**)

Postcode W1G 9HP

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

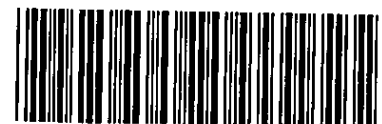
Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS  
REF/PTR/49540.00054

For official Use (02/00)

Mortgage Section

Post room

TUESDAY



\*L33UEBX7\*

LD4

28/07/2009

68

COMPANIES HOUSE

8.01

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached.

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)

NIL

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

Signed Denton Wible Supte LLP Date 28/07/09

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

## Notes

† delete as appropriate

- 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\* insert full name  
of company

\* Land Rover

Short particulars of all the property mortgaged or charged (continued)

**1 Creation of security**

The Chargor:

- (a) charged by way of a first fixed charge all of its right, title and interest (if any) in and to its Blocked Accounts and all monies standing to the credit of any of its Blocked Accounts and the debts represented by them; and
- (b) assigned absolutely (subject to a proviso for reassignment on redemption) or (if or to the extent that such assignment is not effective) charged by way of a first fixed charge all of its present and future rights, title and interest in and to:
  - (i) the Pendragon Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
  - (ii) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(i) of the Security Agreement (as set out in sub-paragraph 1(b)(i) of this Form 395);
  - (iii) the Lookers Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
  - (iv) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(iii) of the Security Agreement (as set out in sub-paragraph 1(b)(iii) of this Form 395);
  - (v) the Sytner Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
  - (vi) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(v) of the Security Agreement (as set out in sub-paragraph 1(b)(v) of this Form 395);
  - (vii) the Inchcape Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
  - (viii) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(vii) of the Security Agreement (as set out in sub-paragraph 1(b)(vii) of this Form 395);
  - (ix) the Harwoods Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
  - (x) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(ix) of the Security Agreement (as set out in sub-paragraph 1(b)(ix) of this Form 395);
  - (xi) the Marshall Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
  - (xii) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xi) of the Security Agreement (as set out in sub-paragraph 1(b)(xi) of this Form 395);

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\* insert full name  
of company

\* Land Rover

- (xiii) the Helston Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (xiv) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xiii) of the Security Agreement (as set out in sub-paragraph 1(b)(xiii) of this Form 395);
- (xv) the Westover Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (xvi) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xv) of the Security Agreement (as set out in sub-paragraph 1(b)(xv) of this Form 395);
- (xvii) the Bearmach Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (xviii) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xvii) of the Security Agreement (as set out in sub-paragraph 1(b)(xvii) of this Form 395);
- (xix) the Hotbray Book Debts, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (xx) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xix) of the Security Agreement (as set out in sub-paragraph 1(b)(xix) of this Form 395);
- (xxi) the Major Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor;
- (xxii) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xxi) of the Security Agreement (as set out in sub-paragraph 1(b)(xxi) of this Form 395);
- (xxiii) the Minor Receivables, both uncollected and collected and the proceeds of the same owing to the Chargor; and
- (xxiv) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 3(b)(xxiii) of the Security Agreement (as set out in the sub-paragraph 1(b)(xxiii) of this Form 395).

## 2 Floating Charge

The Chargor charged by way of a floating charge all its Parts Business Assets not otherwise effectively mortgaged, assigned or charged by way of fixed mortgage, assignment or charge by Clause 3 of the Security Agreement (as set out in paragraph 1 of this Form 395).

## 3 Nature of security created

The Security Interests created under the Security Agreement are created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;

Name of company

\* insert full name  
of company

\* Land Rover

- (b) (except in the case of assets which are the subject of a legal mortgage under the Security Agreement) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Trustee as trustee for the Finance Parties; and
- (d) with full title guarantee.

#### 4 Negative Pledge

In the Security Agreement the Chargor covenanted not to:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Security Agreement; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 4.1 of the Security Agreement (as set out in paragraph 2 of this Form 395) and except as provided for under the Finance Documents and as contemplated by the Hivedown Agreements; or
- (c) create or permit to subsist any Security Interest of whatsoever nature on any of LR's Intellectual Property Rights without giving prior notice of the IP Licence Agreements and the Company Licensor Agreement to the person who will take the benefit of such Security Interest; or
- (d) sell, transfer, grant, lease or otherwise dispose of any of LR's Intellectual Property Rights without giving prior notice of the IP Licence Agreements and the Company Licensor Agreement to the buyer, transferee, grantee, lessee or other person to whom LR's Intellectual Property Rights will be disposed and ensuring that each such person takes its title to or interest in LR's Intellectual Property Rights subject to the licences granted in the IP Licence Agreements and the Company Licensor Agreement which shall continue to apply to such intellectual property rights.

#### 5 Definitions

**Additional Borrower** has the meaning specified in the Facility Agreement.

**Additional Guarantor** has the meaning specified in the Facility Agreement.

**Affiliate** means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**Agent** means Burdale Financial Limited registered in England with number 2656007.

**Arranger** means Burdale Financial Limited registered in England with number 2656007.

**Bearmach** means Bearmach Limited (registered number 00603417).

**Bearmach Book Debt** means all Book Debts payable by Bearmach.

**Blocked Accounts** means the bank accounts of the Chargor specified in Schedule 2 to the Security Agreement (as set out in Schedule 2 to this Form 395) and/or such other bank accounts of the Chargor as the Security Trustee may designate or approve.

**Book Debts** means:

Name of company

\* insert full name  
of company

\* Land Rover

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

**Borrower** means an Original Borrower or an Additional Borrower.

**Capital Stock** has the meaning specified in the Facility Agreement.

**Caterpillar** means Caterpillar Logistics Services (UK) Limited, registered in England and Wales with number 02136514.

**Caterpillar Agreements** has the meaning specified in the Facility Agreement.

**Caterpillar Direct Agreement** means the agreement dated 16 July 2009 between the Security Trustee, the Original UK Borrower, the Original US Borrower and Caterpillar in relation to the Caterpillar Agreements.

**Charged Accounts Debts** means all of the Chargor's right, title and interest in and to its Blocked Accounts and all monies standing to the credit of any of its Blocked Accounts and the debts represented by them charged by way of first-fixed charge under Clause 3(a) of the Security Agreement (as set out in paragraph 1(a) of this Form 395).

**Charged Book Debts** means all of the Chargor's present and future rights, title and interest in and to:

- (a) all the Parts Book Debts; and
- (b) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to the Parts Book Debts,

assigned absolutely (subject to a proviso for reassignment on redemption) or (if or to the extent that such assignment was not effective) charged by way of a first fixed charge under Clause 3(b) of the Security Agreement (as set out in paragraph 1(b) of this Form 395).

**Charged Parts Debts** means the Charged Book Debts and the Charged Accounts Debts.

**Confidential Information** has the meaning specified in the UK IP Licence Agreement.

**Company Licensor Agreement** means the licensor agreement among the Chargor, the Security Trustee and the Original US Borrower dated 16 July 2009 in respect of LR's Intellectual Property Rights.

**Debenture** means the debenture dated 16 July 2009 made between the Original UK Borrower and the Security Trustee.

**Event of Default** has the meaning specified in the Facility Agreement.

**Excluded Book Debts** means the Blocked Accounts, any amounts standing to the credit of any Blocked Account, the Specified Excluded Book Debts, the Exports Receivables and the Temporarily Included Receivables.

**Exports Receivables** has the meaning specified in the Facility Agreement.

**Facility Agreement** means the facility agreement dated 16 July 2009 between the Chargor and others as Original Borrowers and/or Original Guarantors, Burdale Financial Limited as Original Lender, Burdale Financial Limited as Arranger and Burdale Financial Limited as Agent and Security Trustee.

**Finance Documents** means the Facility Agreement, the Security Documents, the Caterpillar Direct Agreement, the DK

Name of company

\* insert full name  
of company

\* Land Rover

Direct Agreement, each Fee Letter, any Accession Letter, each Compliance Certificate and any other document designated as such by the Agent (each capitalised term as defined in the Facility Agreement).

**Finance Parties** means the Arranger, the Agent, the Security Trustee and the Lenders and **Finance Party** means any of them.

**GAAP** means generally accepted accounting principles in the United Kingdom or other country of incorporation or formation where applicable.

**Guarantor** means an Original Guarantor or an Additional Guarantor.

**Harwoods** means Harwoods Limited (registered number 00368849).

**Harwoods Book Debts** means all Book Debts payable by Harwoods.

**Helston** means Helston Garages Group Limited (registered number 04022175).

**Helston Book Debts** means all Book Debts payable by Helston.

**Hivedown Agreements** has the meaning specified in the Facility Agreement.

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**Hotbray** means Hotbray Limited (registered number 01053848).

**Hotbray Book Debts** means all Book Debts payable by Hotbray.

**IFRS** means international accounting standards within the meaning of IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

**Inchcape** means Inchcape plc (registered number 00609782).

**Inchcape Book Debts** means all Book Debts payable by Inchcape.

**IP Licence Agreements** means the UK IP Licence Agreement and the US IP Licence Agreement.

**Intellectual Property Rights** means all intellectual property rights subsisting anywhere in the world, including, without limitation, patents, design or utility model rights, rights in inventions, copyright, trade marks, service marks, business or trade names and get up database rights, commercial or Confidential Information, know how or trade secrets, and any other rights of a similar or corresponding character whether or not any of the same are registered, and the right to apply for, extend or renew any of them.

**Lenders** means:

- (a) the Original Lender; and
- (b) any institution which becomes a party to the Facility Agreement as a Lender in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement.

**Lookers** means Lookers Motor Group Limited (registered number 00143470).

**Lookers Book Debts** mean all Book Debts payable by Lookers.

**LR** means Land Rover, registered in England with number 04019301.

**LR's Intellectual Property Rights** means the LR name, the LR Trade Marks and any other Intellectual Property Rights



Name of company

\* insert full name  
of company

\* Land Rover

belonging to LR from time to time.



**LR's Trade Marks** means "Land Rover", "Range Rover", the LR symbol and any other trade marks, service marks or get up belonging to LR from time to time.

**LREL** means Land Rover Exports Limited registered in England with number 01596703.

**Major Receivable** means a Parts Book Debt which is not a Specified Receivable or an Excluded Book Debt and which is for an amount of £500,000 or more.

**Marshall** means Marshall Motor Group Limited (registered number 00295579).

**Marshall Book Debts** means all Book Debts payable by Marshall.

**Minor Receivable** means a Parts Book Debt which is not a Specified Receivable or an Excluded Book Debt and which is for an amount less than £500,000.

**Obligor** means a Borrower or a Guarantor.

**Original Borrower** means the Affiliates of the Chargor listed in Part 1 of Schedule 1 to the Facility Agreement (as set out in Part 1 Schedule 1 to this Form 395).

**Original Guarantor** means the Affiliates of the Chargor listed in Part 2 of Schedule 1 to the Facility Agreement (as set out in Part 2 Schedule 1 to this Form 395).

**Original Lender** means Burdale Financial Limited registered in England with number 2656007.

**Original UK Borrower** means Land Rover Parts Limited registered in England with registered number 06867279.

**Original US Borrower** means Land Rover Parts US LLC, a limited liability company formed under the laws of the State of Delaware in the United States of America with number 4700661.

**Part** has the meaning given to it in the UK Sale Agreement.

**Parts Book Debts** means all Book Debts of or relating to the UK Business.

**Parts Business Assets** means all Charged Parts Debts and all Parts Stock.

**Parts Stock** means all Parts either manufactured or purchased exclusively for the UK Business.

**Pendragon** means Pendragon Plc (registered number 02304195).

**Pendragon Book Debts** means all Book Debts payable by Pendragon.

**Permitted Security Interest** means:

- (a) any Security Interest granted in favour of the Lenders;
- (b) any Security Interest which arises by operation of law in the ordinary course of trading and, in the case of any US Borrower, to the extent that such Security Interest secures obligations which are not overdue and with respect to which (1) no foreclosure or other similar proceedings have been commenced and (2) adequate reserves have been set aside on such US Borrower's books;
- (c) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or

Name of company

\* insert full name  
of company

\* Land Rover

arrangements having similar effect in respect of goods supplied to a Borrower in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any Borrower and as permitted by the terms of the Facility Agreement;

- (d) any other Security Interest specifically permitted by the terms of any other Finance Document;
- (e) for any US Borrower:
  - (i) any Security Interest for any disputed Tax payment where such payment is being contested in good faith and reserves adequate in the reasonable opinion of the Chargor are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Agent;
  - (ii) easements, encroachments, zoning restrictions and other liens on real property arising by operation of law which do not interfere in any material respect with the use of such real property or ordinary conduct of the business of any Obligor as presently conducted thereon or materially impair the value of the real property which may be subject thereto;
  - (iii) liens of material men, carriers, mechanics and other service providers to the extent such liens secure obligations which are not overdue;
  - (iv) performance bonds and other liens supporting bids and tenders in each case in the ordinary course of business consistent with the current practices of Obligors as of the date of the Debenture; provided, that, in connection with any performance bonds issued by a surety or other person, if such obligations exceed £10,000, the issuer of such bond shall have waived or subordinated in writing any rights in or to, or other interest in, any of the collateral in which the Security Trustee holds a Security Interest, pursuant to an agreement, in form and substance satisfactory to Agent;
  - (v) any bank guarantee, letter of credit or custom bond, in each case only if fully cash collateralised;
  - (vi) attachments and judgment liens arising in connection with court proceedings that do not constitute an Event of Default, provided, that (i) such attachments and judgment liens are being contested in good faith and by appropriate proceedings diligently pursued, (ii) adequate reserves or other appropriate provision, if any, as are required by GAAP and IFRS have been made therefor, (iii) a stay of enforcement of any such attachment or judgment lien is in effect and (iv) the Agent may establish a Reserve with respect thereto; or
  - (vii) liens in favour of a banking institution arising by operation of law and under standard banking documents encumbering deposits (including a right of set-off) held by such banking institutions incurred in the ordinary course and within the general parameters customary for the banking industry; and
- (f) any Security Interest to which the Agent has given its prior written consent.

**Purchase Price Loans** has the meaning specified in the Facility Agreement.

**Reserves** has the meaning specified in the Facility Agreement.

**Security Assets** means all assets of the Chargor the subject of any security created by the Security Agreement.

**Security Documents** means the UK Security Documents, the US Security Documents, the Subordination Deed and any other document from time to time executed by any person by way of security for the obligations of any Obligor pursuant to the Facility Agreement.

**Security Interest** means a mortgage, charge, standard security, pledge, lien, cash collateral or other security interest

(Completion) of the Loan Sale and Purchase Agreement in the form set out in Schedule 8 (*Scottish Declaration of Trust*) thereto;

**"Scottish Mortgage"** means a first ranking Standard Security over a Scottish Property;

**"Scottish Mortgage Loan"** means a Mortgage Loan secured by a Scottish Mortgage;

**"Scottish Property"** means a heritable or long leasehold residential property located in Scotland;

**"Scottish Sub-Securities"** means the Standard Securities to be executed pursuant to Clause 3.3 (*Scottish Mortgages*) of the Deed of Charge in the forms set out in Schedule 1 (*Form of Standard Security (Land Register)*) and Schedule 2 (*Form of Standard Security (Sasine Register)*) thereto or such other form required or approved by statute or the Registers of Scotland from time to time;

**"Scottish Supplemental Charge"** means each assignation in security supplemental to the Deed of Charge granted pursuant to Clause 3.4(a) (*Scottish Trust Security*) thereof, and in the form set out in Schedule 3 (*Form of Scottish Supplemental Charge*) thereto;

**"Scottish Trust Property"** has the meaning given thereto in the Scottish Declaration of Trust;

**"Secured Amounts"** means the monies and liabilities which the SPE covenants in Clause 2 (*The SPE's Covenant to Pay*) of the Deed of Charge to pay or discharge to the Secured Creditors;

**"Secured Creditors"** means the Noteholder and the Security Trustee (in their respective capacities as creditors secured by the Deed of Charge), any Receiver, the Administrators, the GIC Provider, the Account Bank, the Corporate Services Provider and any other person who is expressed in any deed supplemental to the Deed of Charge to be a Secured Creditor;

**"Security Trustee"** means Deutsche Trustee Company Limited (registered number 338230) whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2BD, or any successor trustee appointed pursuant to the terms of the Deed of Charge;

**"Seller"** means GMAC-RFC;

**"Seller Accounts Mandates"** means the Seller Collection Account Mandate, the Seller Collection Trust Account Mandate, the Seller Direct Debit Account Mandate, and the Seller Expenses Account Mandate;

**"Seller Bank Agreement"** means the bank agreement dated on or about 14 November 2008 between the SPE, the Seller, the Account Bank, the Administrator and the Security Trustee in relation to the operation of certain of the Bank Accounts;

**"Seller Collection Account"** means the account in the name of GMAC-RFC Limited at the Account Bank with sort code: 20-19-90, account number: 93874176;

**"Seller Collection Account Mandate"** shall have the meaning given to such term in the Seller Bank Agreement;

**"Seller Collection Trust Account"** means the account in the name of GMAC-RFC at the Account Bank with sort code: 20-19-90, account number: 90877859;

**"Seller Collection Trust Account Mandate"** shall have the meaning given to such term in the Seller Bank Agreement;

**"Seller Declaration of Trust"** means the declaration of trust dated 28 March 2001 over the relevant Collection Trust Account, the Seller Direct Debit Account and the Seller Collection Account given by the Seller in favour of the SPE and others, as amended and supplemented by the Deed of Accession;

**"Seller Direct Debit Account"** means the account in the name of GMAC-RFC at the Account Bank with sort code: 20-19-90, account number: 93117774;

**"Seller Direct Debit Account Mandate"** shall have the meaning given to such term in the Seller Bank Agreement;

**"Seller Expenses Account"** means the account in the name of GMAC-RFC at the Account Bank with sort code: 20-19-90, account number: 93145379;

**"Seller Expenses Account Declaration of Trust"** means the declaration of trust dated on or about 14 November 2008 over the Expenses Account given by the Seller in favour of the SPE, the Security Trustee and itself;

**"Seller Expenses Account Mandate"** shall have the meaning given to such term in the Seller Bank Agreement;

**"Seller 2"** means GMAC-RFC Property Finance;

**"Seller 2 Accounts Mandates"** means the Seller 2 Expenses Account Mandate and the Seller 2 Collection Account Mandate, as more particularly described in the Seller 2 Bank Agreement;

**"Seller 2 Administrator"** means GMAC-RFC Property Finance in its capacity as administrator of the Development Loans and their Related Security or such other administrator as is from time to time appointed as Seller 2 Administrator under the Administration Agreement;

**"Seller 2 Bank Agreement"** means the bank agreement dated on or about 17 July 2009 between the SPE, Seller 2, the Account Bank, the Seller 2 Administrator and the Security Trustee in relation to the operation of certain of the Bank Accounts;

**"Seller 2 Collection Trust Account"** means the account in the name of GMAC-RFC Property Finance at the Account Bank with sort code: 20-19-90, account number: 13869512;

**"Seller 2 Declaration of Trust"** means the declaration of trust dated on or about 17 July 2009 over the Seller 2 Collection Trust Account and given by Seller 2 in favour of the SPE and others;

**"Seller 2 Expenses Account"** means the account in the name of GMAC-RFC Property Finance at the Account Bank with sort code: 201990, account number: 83102513;

**"Seller 2 Expenses Account Declaration of Trust"** means the declaration of trust dated on or about 17 July 2009 over the Seller 2 Expenses Account given by Seller 2 in favour of the SPE, the Security Trustee and itself;

**"Seller Powers of Attorney"** means each power of attorney executed by the Sellers in favour of the SPE and the Security Trustee in the form set out in Schedule 5 (*Seller Power of Attorney*) to the Loan Sale and Purchase Agreement;

**"Sellers"** means the Seller and Seller 2 and each of them and a "Seller" means either of them, as the context so admits;

**"Share Trust Deed"** means the declaration by the Share Trustee in respect of its shareholding in the SPE dated 10 December 2007, as amended and restated by a deed of amendment dated 14 November 2008;

**"Share Trustee"** means SFM Corporate Services Limited (registered number 3920255) whose registered office is at 35 Great St. Helen's, London EC3A 6AP in its capacity as trustee under the Share Trust Deed;

**"SLR Transfer"** means an assignation of Scottish Mortgages registered (or subject to an application for registration) in the Land Register of Scotland to be granted pursuant to Clause 6.3(b)(i) (*Further*

*Assurance*) of the Loan Sale and Purchase Agreement in the form set out in Part 1 of Schedule 3 (*Form of Transfer: Land Register - Scotland*) of the Loan Sale and Purchase Agreement;

**"SPE"** means Flume (No.8) Limited (registered number 6281585), whose registered office is at 35 Great St. Helen's, London EC3A 6AP;

**"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 (as amended);

**"Supplemental Declaration of Trust"** means a declaration of trust supplemental to the Scottish Declaration of Trust in respect of Scottish Mortgage Loans and their Related Security made pursuant to Clause 5.2(d)(iv) (*Completion*) of the Loan Sale and Purchase Agreement in the form set out in Schedule 9 (*Supplemental Declaration of Trust*) thereto;

**"Transaction Account"** means the account in the name of the SPE at the Account Bank with sort code: 20-19-90, account number: 73480267;

**"Transaction Documents"** means the Loan Sale and Purchase Agreement, the DPP Sale and Purchase Agreement, the Note Issuance Facility Deed, the Note, the Pricing Letters, each Pricing Supplement, the Administration Agreement, the Deed of Charge, the Guaranteed Investment Contract, the Corporate Services Agreement, each Bank Agreement, the Master Definitions Schedule, the Seller Accounts Mandates and the Seller 2 Accounts Mandates, the Seller Powers of Attorney, the Deeds of Accession, the Expenses Account Declarations of Trust, the Seller Declaration of Trust and the Seller 2 Declaration of Trust, the Scottish Declaration of Trust, the Transfers, each Supplemental Declaration of Trust, each Scottish Supplemental Charge, each Scottish Sub-Security and the Administrator Power of Attorney and any other document entered into by any of the parties thereto or in connection therewith; and

**"Transfers"** means H.M. Land Registry Transfers, the SLR Transfers, the Sasine Register Transfers or such as are applicable.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6281585  
CHARGE NO. 8**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SCOTTISH SUPPLEMENTAL  
CHARGE DATED 17 JULY 2009 AND CREATED BY FLUME  
(NO.8) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO DEUTSCHE TRUSTEE  
COMPANY LIMITED AND/OR ANY RECEIVER THE NOTE  
HOLDER AND EACH OF THE OTHER SECURED CREDITORS  
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 28 JULY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 AUGUST 2009**

PO  
Jel



*Companies House*  
— for the record —



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