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CHFP025

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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**

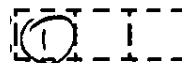
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05073295

Name of company

* Greenwich Park Mortgage Funding Limited (the "**Chargor**")

Date of creation of the charge

24 October 2008

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

The Deed of Charge and Assignment (the "**Deed of Charge**") dated 24 October 2008 between the Chargor, Investec Bank (UK) Limited (the "**Seller**" and the "**Servicer**") and Investec 1 Limited (the "**Trustee**")

Amount secured by the mortgage or charge

(A) all moneys and liabilities whatsoever which from time to time become due, owing or payable by the Issuer
(i) to the order of the Trustee and/or any Receiver under the Deed of Charge, the Trust Deed or the Conditions at the times and in the manner provided herein or therein;
(ii) under or in respect of the Notes, and
(iii) to the Trustee on any account whatsoever, whether as principal or surety and whether or not directly with another in accordance with the Transaction Documents,

(B) all monies and liabilities whatsoever which from time to time become due, owing or payable by the Issuer to each of the other Secured Creditors in accordance respectively with each of the other Charged Obligation Documents

For definitions please see Schedule 2, attached.

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

Investec 1 Limited, 2 Gresham Street, London

Postcode EC2V 7QP

Presentor's name address and
reference (if any)

Weil Gotshal & Manges
1 South Place
London
EC2M 2WG

735259

Time critical reference
SW/54143 0040

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



AJYXX4NC

A43

08/11/2008

105

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Schedule 1, attached

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this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Weil, Gotshal + Manges

Date 7 November 2008

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

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

SCHEDULE 1:

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1.1 English Mortgages Subject to Clause 4.6 (*No Transfer of Obligations*) of the Deed of Charge, the Issuer, by way of first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee (and as beneficial owner) and subject in each case to the proviso for redemption thereafter contained and subject where relevant to the provisos for redemption contained in any Mortgage which forms part of the Mortgage Pool, CHARGED to the Trustee by way of first fixed charge all the Issuer's right, title, interest and benefit present and future in, to and under the English Loans and the English Mortgages in the Mortgage Pool and all monies assured by or to become payable under the same and the benefit of all covenants relating thereto and all powers and remedies for enforcing the same and the title deeds and documents relating to the Properties situated in England and Wales and the English Mortgages in the Mortgage Pool including (without prejudice to the generality of the foregoing) any consents, postponements, reports, valuations, opinions, certificates and other statements of fact or opinion or both given in connection with the English Mortgages in the Mortgage Pool (and all causes and rights of action of the Issuer against any person in connection with the same) and any other contractual documents or any security documents in either case setting out the terms of the Loans TO HOLD the same unto the Trustee absolutely for the Trustee on trust for itself and subject to the terms of the presents therein contained, for the other Secured Creditors

1.2 Contractual and Other Rights

- (a) The Issuer, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and as beneficial owner where appropriate and subject to the proviso for redemption contained in the Deed of Charge, ASSIGNED to the Trustee all its right, title, interest and benefit present and future in, to and under the Charged Obligation Documents and all other contracts, agreements, deeds and documents, present and future, to which the Issuer is or may become a party (other than the Trust Deed and any deed expressed to be supplemental thereto, and the Deed of Charge) including without limitation all rights to receive payment of any amounts which may become payable to the Issuer thereunder, all payments received by the Issuer thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof TO HOLD the same unto the Trustee absolutely for the Trustee on trust for itself and subject to the terms of the presents therein contained, for the other Secured Creditors

1.3 Transaction Account The Issuer, by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and as beneficial owner where appropriate and subject to the proviso for redemption contained in the Deed of Charge, CHARGED, by way of first fixed charge to the Trustee all the Issuer's right, title, benefit and interest present and future in, to and under each of the Transaction Account and all sums of money which may now be or hereafter are from time to time standing to the credit of the Transaction Account together with all interest accruing from time to time thereon and the debts represented thereby and the benefit of all covenants relating thereto and all powers

and remedies for enforcing the same TO HOLD the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the presents therein contained, for the other Secured Creditors.

1.4 Floating charge

- (a) The Issuer, by way of further security for the payment or discharge of the Secured Amounts, with full title guarantee as the registered owner or as the person entitled to be registered as owner and subject to the proviso for redemption hereinafter contained and subject where relevant to the provisos for redemption contained in any Mortgage which forms part of the Mortgage Pool, CHARGED by way of first floating charge to the Trustee, the whole of its undertaking and all its property and assets, except for the assets specifically secured by means of fixed charges above or otherwise assigned as security by Clause 4 (*Security*) of the Deed of Charge present and future, TO HOLD the same unto the Trustee absolutely for the Trustee on trust for itself and, subject to the terms of the presents therein contained, for the other Secured Creditors
- (b) The floating charge created by Clause 4.4(a) of the Deed of Charge is deferred in point of priority to the mortgages, fixed charges, standard securities, assignments and assignments in security validly and effectively created by the Issuer pursuant to the Deed of Charge in favour of the Trustee as security for the Secured Amounts
- (c) The floating charge created by Clause 4.4(a) of the Deed of Charge is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (d) The Trustee may, at any time when it may appear to the Trustee that the Charged Property may be under threat of being taken under any process of law by any creditor of the Issuer or otherwise endangered for whatever reason (and in the absence of actual notice to the contrary the Trustee shall be entitled to assume that the Charged Property is not under such threat or otherwise endangered), by notice in writing to the Issuer convert in so far as it is able to the floating charge to a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Issuer will promptly execute over such assets a fixed charge or security in favour of the Trustee in such form as the Trustee shall reasonably require
- (e) The floating charge created by Clause 4.4(a) of the Deed of Charge may not be converted into a fixed charge solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000 except with the leave of the court

1.5 Further acquired items For the avoidance of doubt it is confirmed that reference therein to Loans, Mortgages, Charges and related items (and, for the avoidance of doubt, any Further Advance) include those which are thereafter assigned or transferred to or otherwise acquired by the Issuer (whether pursuant to the Mortgage Sale Agreement or otherwise) and that the security created by or pursuant to Clauses 4.1 (*English Mortgages*) to 4.3 (*Transaction Account*) (both inclusive) of the Deed of Charge are, and are intended to be, specific and fixed assignments and assignments by way of security of, or specific and fixed charges or standard securities over (as the case may be), the items to which they relate, both present and future acquired

SCHEDULE 2: DEFINITIONS

“Acceleration Notice” means a notice of acceleration given by the Trustee to the Issuer under Condition 9 (*Event of Default*) declaring the Notes to be due and repayable,

“A Notes” means the Class A Notes;

“Auditors” means the auditors for the time being of the Issuer or, in the event of their being unable or unwilling to carry out any action requested of them pursuant to the provisions of the Note Issuance Facility Deed, such other firm of accountants as may be appointed in writing by the Issuer after consultation with the Trustee,

“Authorised Investments” means a short-term unsecured, unguaranteed and unsubordinated debt instrument which:

- (a) is denominated in sterling;
- (b) is issued by an entity with a short term unsecured, unguaranteed and unsubordinated rating of at least A-1 from S&P or, P-1 from Moody's or F1 from Fitch; and

matures on or before the Interest Payment Date on which the cash used by the Issuer to acquire such instrument is required by the Issuer,

“Available Revenue Funds” means, in relation to an Interest Payment Date, an amount equal to.

- (i) the credit balance of the Revenue Ledger at close of business on the Business Day immediately preceding the Determination Date immediately preceding such Interest Payment Date, *plus*
- (ii) an amount equal to the interest which has accrued in respect of the Transaction Account during the period between the immediately preceding Interest Payment Date and such Interest Payment Date and which is expected to be paid on such Interest Payment Date; *plus*
- (iii) to the extent such amounts have not already been counted under items (i) to (ii) (inclusive) above, all proceeds from Authorised Investments made with amounts representing items (i) to (ii) above expected to mature or be realised on or prior to such Interest Payment Date,

“B Notes” means the Class B Notes,

“Borrower” means in relation to each Loan, the borrower specified in such Loan;

“Business Day” means a day (other than Saturday or Sunday) which is a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London,

“CCA” means the Consumer Credit Act 1974,

“Charged Obligation Documents” means the Mortgage Sale Agreement, the Servicing Agreement and any other document designated as such by the Issuer and the Trustee;

“Charged Obligors” means all parties to the Charged Obligation Documents having obligations, whether present, future, actual or contingent to the Issuer, pursuant to such documents;

“Charged Property” means the property, assets, rights and undertaking for the time being comprised in or subject to the Security Interests contained in or granted pursuant to the Deed of Charge and references to the Charged Property shall include references to any part of it;

“Charges” means the English Charges,

“Class A Noteholders” means the persons in whose names such Class A Notes are registered, subject as provided in Condition 1 and references to the “holder” or “holders” of Class A Notes shall (where appropriate) be construed accordingly,

“Class A Notes” means the Class A Notes issued by the Issuer pursuant to the Note Issuance Facility Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof, and references to the Class A Notes shall, except where the context otherwise requires, include the relevant Conditions applicable thereto,

“Class B Noteholders” means the persons in whose names such Class B Notes are registered, subject as provided in Condition 1 and references to the “holder” or “holders” of Class B Notes shall (where appropriate) be construed accordingly,

“Class B Notes” means the Class B Notes issued by the Issuer pursuant to the Note Issuance Facility Deed or the principal amount thereof for the time being outstanding or, as the context may require, a specific number thereof and references to the Class B Notes shall, except where the context otherwise requires, include the relevant Conditions applicable thereto,

“Collateral Security” means in relation to a Loan, each related Mortgage and all other collateral security for or rights in respect of such Loan including without limitation any guarantees, deposits, share pledges, or other support or security but shall not include the Excluded Assets;

“Completion Mortgage Pool” means the loans listed in Annexure A to the Mortgage Sale Agreement subject to Clause 4 (*Completion Mortgage Pool*) of the Mortgage Sale Agreement;

“Conditions” means the terms and conditions applicable to the Notes, in the form set out in Schedule 4 to the Note Issuance Facility Deed as the same may, from time to time, be modified in accordance with the Note Issuance Facility Deed and any reference in the Documents to a particular numbered Condition shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions,

“Determination Date” means each day which falls three (3) Business Days prior to an Interest Payment Date;

“English Charge” means any charge created under English law;

“English Loan” means a Loan secured by an English Mortgage,

“English Mortgage” means a legal mortgage secured over English Property;

“English Property” means property situated in England and Wales;

“Event of Default” means any of the events set out in Condition 8 (*Event of Default*) (being events upon the happening of which the Notes referable thereto would, subject only to the issue of a certificate (where required) and/or notice by the Trustee as therein provided, become immediately due and repayable);

“Excluded Assets” means any residual interests or equity interest (including without limitation warrants) taken in an Obligor or any other entity by way of support for, or additional consideration for making, the Loan,

“Final Maturity Date” means (subject to written notice from the Issuer terminating the Note Issuance Facility Deed or to the delivery of an Enforcement Notice (as defined in the Note Issuance Facility Deed) pursuant to Condition 9.2, in which case the Note Issuance Facility Deed will terminate) 364 days from the date of execution of the Note Issuance Facility Deed (or if such day is not a Business Day, the immediately preceding Business Day);

“Further Advance” means a further advance made to a Borrower by the Seller pursuant to the Mortgage Sale Agreement and the Servicing Agreement;

“Further Loans” means any further loans purchased by the Issuer from the Seller under Clause 2.1(b) of the Mortgage Sale Agreement,

“Hedge Contracts” means the interest rate hedging contracts entered into by the Issuer with the Hedge Counterparty with respect to the Loans with the prior written consent of the Security Trustee,

“Hedge Counterparty” means IBUK,

“IBUK” means Investec Bank (UK) Limited, a company incorporated under the laws of England and Wales with registered number 489604 and with its registered address at 2 Gresham Street, London, EC2V 7QP,

“Initial Issue Date” means 24 October 2008;

“Insolvency Proceedings” means, in respect of a company, the winding-up, liquidation, dissolution or administration of such company or any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or of any jurisdiction in which such company carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;

“Interest Arrears” means in respect of any Loan as at a particular date, the amount of interest which has become due and payable but which has not been paid by the relevant Borrower;

“Interest Payment Date” means 24 April 2009 (or if such day is not a Business Day, the immediately succeeding Business Day); and the Final Maturity Date;

“Investec 1 Limited” means Investec 1 Limited, a company incorporated in England and Wales with registered number 00119609 whose registered address is 2 Gresham Street, London, EC2V 7QP,

“Issue Date” means the Initial Issue Date and each other date on which Notes are issued pursuant to the Note Issuance Facility Deed;

“Issuer” means Greenwich Park Mortgage Funding Limited, a company incorporated in England and Wales with registered number 05073295 whose registered address is at 2 Gresham Street, London, EC2V 7QP;

“Loan Files” means, in relation to each Loan, the file or files (including files kept in microfiche format or similar electronic search system) containing correspondence between the Borrower, the Seller and the Servicer and including the relevant Underlying Documentation applicable to that Loan, each letter of offer in respect of a Loan and other relevant documents (excluding the Property Deeds),

“Loan Portfolio” means, as at any particular time:

- (a) the Loans comprising the Completion Mortgage Pool,
- (b) any Further Advances acquired by the Issuer, and
- (c) any Further Loans acquired by the Issuer,

and, in each case, their related Collateral Security, other than such Loans as shall then have been repaid, purchased or repurchased from the Issuer in accordance with the Transaction Documents;

“Loans” means the loans comprised in the Completion Mortgage Pool, the Further Loans or any Further Advance made in relation to a Loan by or acquired by the Issuer, or any of them as the context may require and **“Loan”** means any one of them,

“Mortgage Pool” means the Loan Portfolio,

“Mortgage Sale Agreement” means the mortgage sale agreement dated 24 October 2008 between the Issuer, the Trustee and the Seller;

“Mortgages” means the English Mortgages and **“Mortgage”** means any of them;

“Noteholders” means the Class A Noteholders and/or the Class B Noteholders and **“Noteholder”** means any of them,

“Note Issuance Facility Deed” means the note issuance facility deed dated 24 October 2008 between the Issuer and the Trustee constituting the Notes and the schedules thereto,

“Notes” means the Class A Notes and the Class B Notes or any of them,

“Obligor” means the Borrower and any guarantor of the Borrower’s obligations under the Loan;

“Post Enforcement Priorities of Payments” means the priority of payments referred to in Clause 7 of the Deed of Charge;

“Pre-Acquisition Interest” means (a) in respect of the Loans in the Completion Mortgage Pool on the Issue Date, all amounts of interest accrued thereon but not yet due as at the Issue

Date and all Interest Arrears in respect of those Loans as at the Issue Date, and (b) in respect of Further Loans, all amounts of interest accrued thereon but not yet due as at the relevant date of purchase by the Issuer and all Interest Arrears in respect of those Loans as at the date of purchase by the Issuer;

"Pre-Acquisition Interest Receipts" means those amounts representing Pre-Acquisition Interest received by the Seller as identified by the Servicer in accordance with the Servicing Agreement,

"Pre-Acquisition Interest Receipts Ledger" means the ledger of such name created and maintained by the Servicer in the Transaction Account pursuant to the Servicing Agreement;

"Property" means English Property;

"Property Deeds" means all conveyancing deeds and documents which relate to, or make up the title to the Properties, the Mortgages and the Charges,

"Receiver" or **"receiver"** means a receiver appointed under the Deed of Charge or pursuant to statutory powers, and includes more than one such receiver and any substituted receiver and may include a manager, and also a receiver and manager and an administrative receiver,

"Revenue Ledger" means the ledger of such name created and maintained by the Servicer in the Transaction Account recording all amounts of revenue payments (other than Pre-Acquisition Interest Receipts) pursuant to the Servicing Agreement;

"Secured Amounts" means the monies and liabilities which the Issuer covenants in Clause 3 (*The Issuer's Covenant to Pay*) of the Deed of Charge to pay or discharge to the Secured Creditors;

"Secured Creditors" means the Hedge Counterparties, the Servicer under the Servicing Agreement and the Seller, together with the Trustee for the Noteholders (in its capacity as a creditor secured by the Deed of Charge and acting on behalf of Noteholders) and any receiver appointed under the Deed of Charge or pursuant to statutory powers (in its capacity as a creditor secured by the Deed of Charge),

"Security" means the Security Interests created in favour of the Trustee by, and contained in or created pursuant to, the Deed of Charge,

"Security Interest" means any mortgage, standard security, sub-mortgage, charge, sub-charge, assignment or assignation in security, pledge, lien, right of set-off or other encumbrance or security interest whatsoever, howsoever created or arising;

"Servicer" means IBUK or its successor in its capacity as such,

"Servicing Agreement" means the servicing agreement dated on or about the date hereof between, *inter alios*, the Servicer, the Issuer and the Trustee relating to the provision of certain instructions and discretions by the Servicer;

"Transaction Account" means the account to be opened in the name of the Issuer with the Servicer,

“Transaction Documents” means the Note Issuance Facility Deed, the Notes, the Mortgage Sale Agreement, the Deed of Charge, the Hedge Contracts and the Servicing Agreement;

“Trust Deed” means the Note Issuance Facility Deed,

“Trustee” means Investec 1 Limited (which expression shall, wherever the context so admits, include such company and all other companies for the time being the trustee or trustees under the Deed of Charge),

“Underlying Documents” means, in relation to a Loan, the documentation relating to such Loan and its Collateral Security entered into between the Seller and the relevant Obligor;

“Value Added Tax” and **“VAT”** mean

- (a) in the United Kingdom, value added tax as provided for in the Value Added Tax Act 1994 (**“VATA”**) (as amended or re-enacted in each case from time to time) and legislation supplemental thereto;
- (b) in another member State (as defined in section 96 VATA), the tax levied in any such member State pursuant to the Sixth Council Directive of 17 May 1977 on the harmonisation of the laws of the member states relating to turnover taxes - common system of value added tax uniform basis of assessment - Directive 77/388; and
- (c) outside the United Kingdom and another such member State, any tax of a similar nature to value added tax (including, without limitation, sales tax),

in each case, at the rate in force when the relevant supply is made, and includes any tax of a similar nature substituted for, or levied in addition to, such tax.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5073295
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE AND
ASSIGNMENT DATED 24 OCTOBER 2008 AND CREATED BY
GREENWICH PARK MORTGAGE FUNDING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO INVESTEC 1 LIMITED 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 8 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2008



Companies House
— for the record —

Snell



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES