

# M

## 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

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

For official use

Company number



5416187

Name of company

\* insert full name—  
of company

**RESIDENTIAL MORTGAGE SECURITIES 21 PLC** a public limited liability company incorporated under the Laws of England and Wales with its registered office at 7th Floor, Phoenix House, 18 King William Street, London EC4N 7HE, England and with registered number 05227228 (the "Company").

Date of creation of the charge

21 August 2009

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

A bank account assignment (the "Assignment") dated 21 August 2009 made between (1) the Company and (2) Capita Trust Company Limited (the "Trustee").

Amount secured by the mortgage or charge

All moneys and liabilities whatsoever which from time to time become due, owing or payable by the Company:

- (i) to the order of the Trustee and/or any Receiver under the Assignment, the Deed of Charge and Assignment, the Trust Deed or the Conditions at the times and in the manner provided in the Assignment or therein;
- (ii) under or in respect of the Instruments; and/or
- (iii) to the Trustee on any account whatsoever, whether as principal or surety and whether or not directly with another.

All monies and liabilities whatsoever which from time to time become due, owing or payable by the Company to each of the other Secured Creditors in accordance respectively with each of the other relevant Documents.

Capitalised terms used in this Form 395, unless otherwise defined, have the meaning given to them in Schedule 2 or the attached Master Definitions Schedule dated 10 October 2005.

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

**Capita Trust Company Limited**

7th Floor, Phoenix House, 18 King William Street

London

Postcode

EC4N 7HE

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

White & Case LLP  
5 Old Broad Street  
London EC2N 1DW  
Tel: 0207 532 1000  
Fax: 0207 532 1001

For Official Use

Mortgage Section

Post room

Time critical reference

RKG/DYB 4426475-0017

MONDAY



LD2

24/08/2009  
COMPANIES HOUSE

368

Short particulars of all the property mortgaged or charged

Please see Schedule 1

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

Signed

*White & Carter LLP.*

Date

21 August 2009

On behalf of the 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, e.g. "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

### Short particulars of all the property mortgaged or charged

Please do not  
write in this  
binding margin

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

Pursuant to Clause 3.1 (*Charge*) of the Assignment, the Company by way of further first fixed security for the payment or discharge of the Secured Amounts, with full title guarantee and subject to the proviso for redemption thereafter contained, charged by way of first fixed charge to the Trustee, all the Company's right, title, benefit and interest present and future in, to and under the Euro Accounts and the Custody Agreement and all sums of money which may now be or hereafter are from time to time standing to the credit of the Euro Accounts and the Custody 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 itself and on trust, subject to the terms of the Assignment, for the various other persons to whom the Secured Amounts from time to time become due, owing or payable.

Pursuant to Clause 3.2 (*Assignment*) of the Assignment, the Company has, with full title guarantee, assigned the Company's right, title, benefit and interest, present and future, in, to and under the Custody Agreement and the related Custody Account, the Bank Account Agreement and the Euro Accounts and the Deposit to the Trustee to hold the same on trust for the Secured Creditors on the terms set out in the Trust Deed as security for the payment and discharge of the Secured Amounts.

## Schedule 2

### Defined Terms

**"Account Bank"** means Barclays Bank PLC.

**"Bank Account Agreement"** means the bank account agreement relating to the Euro Accounts dated 21 August 2009 and made between, *inter alios*, the Company, the Trustee and the Account Bank.

**"Custodian"** means HSBC Bank Plc as custodian under the Custody Agreement.

**"Custody Account"** means the custody account and the cash account held in the name of the Company with HSBC Bank Plc as Custodian pursuant to the Custody Agreement.

**"Custody Agreement"** means the custody agreement dated 11 October 2005 and made between the Company and HSBC Bank plc.

**"Deposit"** means the balance from time to time standing to the credit of the Euro Accounts, including all interest credited to the Euro Accounts and the Custody Account, and all the Company's right, title and interest in and to and the benefit of the Euro Accounts and the Custody Account and the indebtedness represented by such credit balance.

**"Euro Cash Current Account"** means the account of the Company numbered 59880355, sort code 20-19-90 and maintained with the Account Bank.

**"Euro Cash Deposit Account"** means the account of the Company numbered 74789433, sort code 20-19-90 and maintained with the Account Bank.

**"Receiver"** means an administrative receiver, a receiver and manager or a receiver or any other receiver (whether appointed pursuant to the Assignment or any statute, by a court or otherwise) of the Deposit or any part of it.

**"Trust Deed"** means the trust deed dated 11 October 2005 and made between the Company and the Trustee.

Please do not write  
in this binding  
margin

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



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

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

COMPANY NO. 5416187  
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A BANK ACCOUNT ASSIGNMENT  
DATED 21 AUGUST 2009 AND CREATED BY RESIDENTIAL  
MORTGAGE SECURITIES 21 PLC FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO CAPITA  
TRUST COMPANY LIMITED ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 24 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 AUGUST 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES