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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



05946900

Name of company

\* Topaz Finance PLC (the "**Company**")

Date of creation of the charge

31 January 2008 (supplemental to charges created on 30 March 2007)

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

A deed of charge dated 30 March 2007 as amended and restated by an amendment deed dated 31 January 2008 (the "**Deed of Charge**") granted by the Company in favour of LaSalle Trustees Limited (formerly ABN Amro Trustees Limited) as security trustee for the Secured Parties (the "**Security Trustee**") Please refer to Schedule 1 (Definitions) for definitions

Amount secured by the mortgage or charge

Please refer to Schedule 2 (Amount Secured by the Deed of Charge)

Please refer to Schedule 1 (Definitions) for definitions

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

LaSalle Trustees Limited (formerly ABN Amro Trustees Limited) of 5 Canada Square, London, E14 5AQ as Security Trustee

Postcode E14 5AQ

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

Time critical reference

ASGC/70-40291321/DHD

For official Use (06/2005)

Mortgage Section

Post room



LD2

12/02/2008

COMPANIES HOUSE

6

Short particulars of all the property mortgaged or charged

Please refer to Schedule 3 (Short particulars of all the Property to be Charged).

Please refer to Schedule 1 (Definitions) for definitions

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)

None

Signed

Clifford Chance

Date

12/2/08

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)*

*† 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 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 TO FORM 395 RELATING TO THE DEED OF CHARGE ENTERED INTO BY TOPAZ  
FINANCE PLC (COMPANY NUMBER: 05946900) DATED 30 MARCH 2007 AND AMENDED ON 31  
JANUARY 2008.***

**SCHEDULE 1  
DEFINITIONS**

In this form 395

**"Account Bank"** means ABN AMRO Bank N V , acting through its branch at 250 Bishopsgate, London EC2M 4AA, sort code 40-50-30 or such other bank as the Company may designate with the prior written approval of the Security Trustee,

**"Ancillary Asset Rights"** means in relation to an asset, all ancillary rights, accretions and supplements to such asset, including any guarantees, indemnities, representations or warranties in respect of such asset

**"Asset Rights"** in respect of any asset expressed and/or intended to be held, assigned, conveyed, transferred, charged, sold, disposed of or the subject of any Security Interest granted by any person shall be construed so as to include all right, title, estate, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such asset and all Ancillary Asset Rights in respect of such asset including, without limitation

- (a) all monies and proceeds payable or to become payable or received under, in respect of, or pursuant to such asset and such Ancillary Asset Rights and the right to receive payment of such monies and proceeds and all payments made including, if such asset is a bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account,
- (b) the right to determine and set, in its absolute discretion and without limitation, save for any applicable interest rate setting deed, the rate or rates of interest chargeable to Mortgage Borrowers in accordance with the relevant mortgage conditions,
- (c) all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such asset and such Ancillary Asset Rights,
- (d) all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such asset and such Ancillary Asset Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such asset and such Ancillary Asset Rights,
- (e) all items expressed to be held on trust for such person under or comprised in any such asset or such Ancillary Asset Rights,

- (f) all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such asset and such Ancillary Asset Rights, and

all rights of action in respect of any breach of or in connection with any such asset and such Ancillary Asset Rights and all rights to receive damages or obtain other relief in respect of such breach,

**"Borrower"** means, in relation to a Mortgage Loan, each person or persons who is or are named and defined as such in the relevant Mortgage Loan or Mortgage and to whom such Mortgage Loan is advanced together with any person or persons from time to time assuming the obligations of the borrower to repay such Mortgage Loan or any part of it,

**"Borrower Buildings Insurance Untied Policy"** means a buildings insurance policy which has or, as the context may require, ought to have been arranged by or on behalf of the Mortgage Borrower with an insurer in relation to a property under which the Mortgage Borrower is an insured, and all landlord's buildings insurance policies relating to leasehold properties and, in each case, any other insurance contracts in replacement, addition or substitution therefore from time to time (including in each case any endorsements or extensions thereto as issued from time to time) (but which, for the avoidance of doubt, in each such case excludes any buildings insurance policy and any contingency insurance policy maintained by or on behalf of the seller under the relevant Mortgage Sale Agreement),

**"Business Servicer"** means ABN Amro Bank, N V , London Branch in its capacity as business servicer to the Company pursuant to a business servicing agreement between the Company and ABN Amro Bank, N V , London Branch,

**"Calculation Agent"** means ABN Amro Bank, N V , London Branch in its capacity as calculation agent pursuant to the Loan Note Issuance Deed,

**"Class A Notes"** has the meaning given to that term in the Loan Note Issuance Deed,

**"Class B Notes"** has the meaning given to that term in the Loan Note Issuance Deed,

**"Class C Notes"** has the meaning given to that term in the Loan Note Issuance Deed,

**"Class D Notes"** has the meaning given to that term in the Loan Note Issuance Deed,

**"Class E Notes"** has the meaning given to that term in the Loan Note Issuance Deed,

**"Deed of Consent"** has the meaning given to that term in the relevant Mortgage Sale Agreement,

**"Deed of Postponement"** has the meaning given to that term in the relevant Mortgage Sale Agreement,

**"Designated Company"** means NYM or another company nominated by the Company under the GMAC Mortgage Sale Agreement (other than the Company or any of its affiliates) to which GMAC has, pursuant to the GMAC Mortgage Sale Agreement, transferred legal title in and to the Mortgage Loans and their Related Security,

**"Designated Company Transfer Documents"** means the document or documents transferring legal title to the Loans and Related Security comprising the Note Portfolio to the Designated Company and such other documents to be entered into by such Designated Company in connection with its holding of the legal title, and confirming the terms upon which such Designated Company holds the legal title, in a form satisfactory to the Company, the Security Trustee and the Initial Noteholder, including, for the avoidance of doubt, the Legal Titleholder Deed,

**"Facility Agent"** means ABN Amro Bank N V , London Branch acting through its office at 250 Bishopsgate, London, EC2M 4AA from such time as it is appointed under the Facility Agreement;

**"Facility Agreement"** means the warehouse facility agreement dated 30 March 2007 (as amended and restated by an amendment agreement dated 21 December 2007) and made between the Company, the Lender, the Facility Agent and the Security Trustee (as the same may be amended from time to time as agreed between the Company, the Lender, the Facility Agent and the Security Trustee),

**"Facility Portfolio"** means all Loans and Related Security in the Whole Mortgage Portfolio other than the Loans and Related Security comprised in the Note Portfolio;

**"Facility Secured Parties"** means the Lender, the Facility Agent, the Security Trustee (in its capacity as security trustee under the Facility Agreement), the Account Bank, the Business Servicer, the Servicer, Special Servicer, the Swap Counterparty and any creditor from time to time of the Company which accedes to the Deed of Charge in accordance with the terms of the Deed of Charge and the other Facility Transaction Documents,

**"Facility Transaction Documents"** means

- (a) the Deed of Charge,
- (b) the Facility Agreement,
- (c) any Mortgage Sale Agreement (other than the GMAC Mortgage Sale Agreement),
- (d) in so far as such documents relate to the Mortgages in the Facility Portfolio
  - (i) any Insurance Policies,
  - (ii) any assignment of Insurance Policies; and
  - (iii) any assignment of Borrower Buildings Insurance Untied Policy,

- (e) the Powers of Attorney,
- (f) the ISDA Master Agreement (including any schedule or confirmation comprised therein) entered into by the Company pursuant to its obligations under the Facility Agreement, and

all other agreements and documents comprised in the security for the Company's obligations under the Facility Agreement,

**"Further Advance"** means, in relation to a Mortgage, each further Loan in respect of such Mortgage (and each advance of moneys under such further Loan) agreed with the Mortgage Borrower after the date of agreement of the initial Loan in respect of such Mortgage secured or, as the case may be, intended to be secured, on the security of the relevant Related Security which secures or secured or, as the case may be, ought to secure or have secured such initial Loan,

**"GMAC Mortgage Sale Agreement"** means the mortgage sale agreement dated on or about 21 December 2007 between GMAC-RFC Limited and the Company,

**"Hedging Transaction"** means any interest rate hedging transactions entered into between the Company and a Swap Counterparty under any ISDA Master Agreement to hedge the Company's basis risk exposure as a result of its obligation to pay a floating rate of interest under the Facility Agreement or Loan Note Issuance Deed,

**"Individual Buildings Policies"** means in relation to each property

- (a) any buildings insurance policy taken out by a Borrower, or
- (b) (in the case of leasehold or, in Scotland, long lease property) any buildings insurance policy taken out by a Borrower, the landlord of a Borrower, a superior landlord or a management company under the lease of such Property,

**"Initial Noteholder"** means the initial holder of the Notes,

**"Insurance Policies"** means any local search insurance policy,

**"ISDA Master Agreement"** means any ISDA master agreement between the Company and any Swap Counterparty and includes the Schedule thereto, any confirmations entered into thereunder and any novation agreements entered into in respect of any Hedging Transactions,

**"Land Registry"** means H M Land Registry,

**"Legal Titleholder Deed"** means the legal titleholder deed executed by, *inter alios*, the Company, NYM and the Security Trustee on or about 31 January 2008,

**"Lender"** means ABN Amro Bank N V, London Branch acting through its office at 250 Bishopsgate, London, EC2M 4AA,

**"Loan Agreement"** the agreement between a Mortgage Borrower and the mortgagee containing the terms and conditions relating to advances made or to be made by the mortgagee to such Mortgage Borrower upon, among other things, the security of the relevant Related Security,

**"Loan Note Issuance Deed"** means the loan note issuance deed dated 21 December 2007 (as amended and restated by an amendment deed dated 31 January 2008) between the Company, the Registrar, the Calculation Agent, the Note Manager and the Initial Noteholder,

**"Loans"** means in relation to a Mortgage, at any time the loans (including, without limitation, Further Advances) comprised in or, as the context may require, should be or are intended to be comprised in such Mortgage at that time including, without limitation, all Asset Rights in, to and under the Loan Agreements relating thereto,

**"Mortgage"** means a charge by way of legal mortgage in England and Wales, or, where applicable, the first legal charge or mortgage in Northern Ireland or the first ranking standard security in Scotland, over a residential property, and, in relation to a Loan, means the mortgage or standard security securing that Loan, including, in each case, all principal sums, interest, costs, charges, expenses and other monies secured or intended to be secured by that mortgage or standard security or, as the context may require, the aggregate of all advances and Further Advances made to the Company on such security and from time to time outstanding and which the Company has bought or agreed to buy pursuant to a Mortgage Sale Agreement,

**"Mortgage Borrower"** means in relation to each Mortgage, the person or persons who is or are or, as the case may be, ought to be named in the relevant documentation evidencing such Mortgage and have or ought to have the obligations of the borrower, mortgagor, chargor or security provider in respect of such Mortgage,

**"Mortgage Sale Agreements"** means the mortgage sale agreements between, *inter alios*, the Company, the Originators and/or the Mortgage Sellers for the purchase of mortgages by the Company, from time to time, from the Originators and/or the Mortgage Sellers and **"Mortgage Sale Agreement"** means any one of them,

**"Mortgage Sellers"** means a company that owns loans, mortgages and related security which it intends to sell to the Company;

**"Notes"** means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and **"Note"** shall mean any one of them,

**"Noteholder"** means the holder for the time being of any Note,

**"Note Manager"** means ABN Amro Bank N V, London Branch, acting through its office at 250 Bishopsgate, London EC2M 4AA,

**"Note Portfolio"** means the Loans and Related Security acquired by the Company pursuant to the GMAC Mortgage Sale Agreement,

**"Note Secured Parties"** means each Noteholder, the Note Manager, the Security Trustee (in its capacity as security trustee under the Loan Note Issuance Deed), the Account Bank, the Business Servicer, the Servicer, the Special Servicer, the Swap Counterparty and any creditor from time to time of the Company which accedes to the Deed of Charge in accordance with the terms of the Deed of Charge and the other Note Transaction Documents,

**"Note Transaction Documents"** means

- (a) the Deed of Charge,
- (b) the Loan Note Issuance Deed,
- (c) the GMAC Mortgage Sale Agreement,
- (d) in so far as such documents relate to the Mortgages in the Note Portfolio
  - (i) any Insurance Policies,
  - (ii) any assignment of Insurance Policies, and
  - (iii) any assignment of Individual Building Policies,
- (e) the Power of Attorney,
- (f) the Servicing Agreement,
- (g) the Special Servicing Agreement,
- (h) the ISDA Master Agreement (including any schedule or confirmation comprised therein) entered into by the Company pursuant to its obligations under the Loan Note Issuance Deed,
- (i) the Designated Company Transfer Documents, and
- (j) all other agreements and documents comprised in the security for the Company's obligations under the Facility Agreement,

**"NYM"** means North Yorkshire Mortgages Limited, a company incorporated under the laws of England and Wales (registration number 02238645), whose registered office is at Prospect House, PO Box 6, Lake View, Eastfield, Scarborough, North Yorkshire YO11 3WZ,

**"Originator"** means a company whose business it is to originate Loans to Mortgage Borrowers,

**"Power(s) of Attorney"** means the security power(s) of attorney granted by the Company to the Security Trustee dated 30 March 2007,

**"Registrar"** means ABN Amro Bank, N V , London Branch, acting through its office at 82 Bishopsgate, London, EC2M 4BN,



**"Related Security"** means, in relation to a Loan, the Mortgage relating thereto and all other collateral security for, and rights in respect of, such Loan including, where applicable, any relevant Deeds of Consent, Deeds of Postponement and any rights against any person or persons in connection with the origination and completion of such Loan,

**"Relevant Scottish Seller"** means, in relation to any Scottish Mortgage to which the Company has acquired equitable title, any Mortgage Seller or Originator that retains legal title to such Mortgage,

**"Scottish Declaration of Trust"** means each declaration of trust in respect of the Scottish Loans and their Related Security made by an Originator and/or Mortgage Seller in favour of the Company pursuant to the relevant Mortgage Sale Agreement,

**"Scottish Loan"** means a Loan secured over a Scottish Property,

**"Scottish Mortgage"** means a mortgage over Scottish Property,

**"Scottish Property"** means the properties located in Scotland,

**"Scottish Security Date"** means the fifteenth day in each calendar month (or, if such day is not a business day, the immediately succeeding business day) falling on or after the date of the Deed of Charge until the date on which the Secured Obligations have been irrevocably discharged in full;

**"Scottish Supplemental Charge"** means any assignation in security granted by the Company in favour of the Security Trustee pursuant to clause 4.3.3 (*Scottish Trust Security*) of the Deed of Charge substantially in the form set out in schedule 4 of the Deed of Charge,

**"Scottish Trust Property"** has the meaning given to it in the relevant Scottish Declaration of Trust,

**"Secured Parties"** means the Facility Secured Parties and the Note Secured Parties;

**"Security Interest"** means any mortgage, sub-mortgage, standard security, charge, sub-charge, pledge, lien, right of set-off, assignment or assignation by way of security, retention of title or other agreement or arrangement having the effect of conferring security, howsoever created or arising,

**"Servicer"** means Specialist Mortgage Services Limited or any other party that accedes to the Servicing Agreement in the capacity of mortgage servicer,

**"Servicing Agreement"** means the servicing agreement dated 30 March 2007 between, *inter alios*, the Company, Specialist Mortgage Services Limited and the Lender as amended and restated by an amendment agreement dated 21 December 2007,

**"Special Servicer"** means Specialist Mortgage Services Limited,

**"Special Servicing Agreement"** means the special servicing agreement dated 30 March 2007 between, *inter alios*, the Company, Specialist Mortgage Services Limited and the Lender as amended and restated by an amendment agreement dated 21 December 2007,

**"Swap Counterparty"** means ABN Amro Bank N.V., London Branch, acting through its office at 250 Bishopsgate, London EC2M 4AA in its capacity as the Swap Counterparty under the ISDA Master Agreement,

**"Topaz Existing Accounts"** means the Topaz Existing Capital Account and the Topaz Existing Collection Account,

**"Topaz Existing Capital Account"** means the account of the Company at ABN AMRO Bank N V , London branch, with account number 40251551 and sort code 40-50-30, entitled the "Capital Account",

**"Topaz Existing Collection Account"** means the account of the Company at ABN AMRO Bank N V , London branch, with account number 40251578 and sort code 40-50-30, entitled the "Collection Account",

**"Topaz GMAC Accounts"** means the Topaz GMAC Capital Account and the Topaz GMAC Collection Account,

**"Topaz GMAC Capital Account"** means the account of the Company at ABN AMRO Bank N V , London branch, with account number 40271412 and sort code 40-50-30, entitled the "Capital Account",

**"Topaz GMAC Collection Account"** means the account of the Company at ABN AMRO Bank N V , London branch, with account number 40270025 and sort code 40-50-30, entitled the "Collection Account";

**"Transaction Documents"** means the Facility Transaction Documents and the Note Transaction Documents; and

**"Whole Mortgage Portfolio"** means all Loans and Related Security acquired by the Company from time to time pursuant to the terms of the Facility Transaction Documents and the Note Transaction Documents

**SCHEDULE 2 TO FORM 395 RELATING TO THE DEED OF CHARGE ENTERED INTO BY  
TOPAZ FINANCE PLC (COMPANY NUMBER 05946900) DATED 30 MARCH 2007 AND  
AMENDED ON 31 JANUARY 2008**

**SCHEDULE 2  
AMOUNT SECURED BY THE DEED OF CHARGE**

The aggregate of all moneys and other liabilities (actual or contingent) for the time being due or owing by the Company

- (a) to the Facility Secured Parties pursuant to the Facility Transaction Documents,  
and
  - (b) to the Note Secured Parties pursuant to the Note Transaction Documents
- (together, the "Secured Obligations")

**SCHEDULE 3 TO FORM 395 RELATING TO THE DEED OF CHARGE ENTERED INTO BY TOPAZ  
FINANCE PLC (COMPANY NUMBER: 05946900) DATED 30 MARCH 2007 AND AMENDED ON 31  
JANUARY 2008.**

**SCHEDULE 3**

**SHORT PARTICULARS OF ALL THE PROPERTY TO BE CHARGED**

**1 SECURITY CREATED BY THE COMPANY**

**1.1 Loans and Related Security**

The Company charged to the Security Trustee by way of first fixed charge for the payment or discharge of the Secured Obligations

1.1.1 (subject to the subsisting rights of redemption of the relevant Mortgage Borrowers) all right, title, interest and benefit of the Company existing now or in the future in the Loans and (to the extent not charged by way of fixed charge, or otherwise assigned as security, by another relevant provision of clause 4 (*Security Created by Topaz*) of the Deed of Charge as described herein) Related Security (other than the Scottish Loans) included in the Whole Mortgage Portfolio (and any reference herein of security being granted over the Loans and Related Security shall be to the Loans and Related Security included in the Whole Mortgage Portfolio only), including for the avoidance of doubt all right, title, interest and benefit of the Company in, to, under or in respect of

- (i) the right to receive, demand, sue for, recover and give receipts for all principal moneys payable under such Loans and related Mortgages or the unpaid part thereof and the interest due or to become due thereon,
- (ii) the benefit of the Loans, the Related Security and the right to sue on, all covenants with and undertakings and obligations to the Company in each Loan and the right to exercise all powers of the Company in relation to each Loan and its Related Security,
- (iii) all the estate, right and interest in the related properties vested in the Company subject to redemption or cesser,
- (iv) all accrued interest and all arrears of interest thereon, and
- (v) all interest, if any, earned on monies received by the Company in respect of the Loans from and including the date of the acquisition of the Whole Mortgage Portfolio,

1.1.2 assigned to the Security Trustee by way of first fixed security for the payment or discharge of the Secured Obligations

- (i) all right, title, interest and benefit of the Company under the Borrower Buildings Untied Policies in respect of the Loans

including the rights to demand, receive, sue for and recover the proceeds of any claim thereunder,

- (ii) all right, title, interest and benefit of the Company in and to the Insurance Policies to the extent that they relate to the Loans including the rights to demand, receive, sue for and recover the proceeds of any claim thereunder;
- (iii) the benefit of all securities (including any guarantees, deeds of consent and deeds of postponement) for all principal moneys payable under the Loans and interest due on or to become due thereon, and
- (iv) all causes and rights of action of the Company against any person in connection with the report on title or valuation report or any other report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Loan or its Related Security or affecting the Originator's decision to advance any such Loan

## 1 2 Sub-Charges

The Company has charged to the Security Trustee, without prejudice to the charges described in paragraph 1 1 1 and to the extent that no charge created by clause 4.1 1 of the Deed of Charge (as described in paragraph 1 1 1) is (if the Security Trustee were so to require) capable of registration at the Land Registry as a sub charge, in exercise of the power conferred by section 23(2)(b) of the Land Registration Act 2002 by way of security for the payment or discharge of the Secured Obligations all indebtedness comprising an obligation or liability to pay money secured by each registered charge of which it is registered as proprietor at the Land Registry

## 1 3 Scottish Trust Security

The Company has

- 1 3 1 as holder of the beneficial interest therein and subject to the Clause 6 (*Release of Charged Property*) of the Deed of Charge assigned to and in favour of the Security Trustee in security for the payment and discharge of the Secured Obligations the whole right, title and interest of the Company in and to the whole of the Scottish Trust Property as defined in the Scottish Declaration of Trust (if any) granted pursuant to any Mortgage Sale Agreement and in and to the said Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its fully right and place therein and thereto
- 1 3 2 undertaken to intimate forthwith to Relevant Scottish Seller as trustee under the said Scottish Declaration of Trust the assignation in security (if any) made in terms of paragraph 1 3.1,
- 1 3 3 undertaken to execute and deliver to the Security Trustee on each Scottish Security Date an assignation in security of the beneficial interest of Topaz in

and under each and any Scottish Declaration of Trust entered into pursuant to a Mortgage Sale Agreement since the previous Scottish Security Date or (in the case of the first Scottish Security Date) since the date of completion, substantially in the form of the Scottish Supplemental Charge set out in Schedule 4 (*Form of Scottish Supplemental Charge*) of the Deed of Charge, the other parties to this Deed consent to the entering into of such Scottish Supplemental Charges and the Security Trustee hereby authorises and instructs the Company to intimate and give notice forthwith to the Relevant Scottish Seller of each assignment in security made thereunder as provided therein, and

1 3 4     undertaken to the Security Trustee at the time of delivery of any Scottish Supplemental Charge in terms of paragraph 1 3 2 simultaneously to deliver to the Security Trustee each Scottish Declaration of Trust specified therein

1 4     **Contractual Rights**

The Company has assigned to and in favour of the Security Trustee by way of first fixed security for the payment or discharge of the Secured Obligations all its right, title, interest and benefit present and future in, to, under and in respect of each Transaction Document, including all rights to receive payment of any amounts which may become payable to the Company thereunder or with respect thereto and all payments received by the Company thereunder or with respect thereto including, without limitation, 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 or with respect thereto and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof

1 5     **Topaz GMAC Accounts**

The Company has charged to the Security Trustee by way of a first fixed charge for the payment of the Secured Obligations all of its benefits, rights, title and interest, present and future, in and to the Topaz GMAC Accounts and all monies standing to the credit thereof and any bank or other accounts in which the Company may at any time have or acquire any claims, benefits, rights, title and interests

1 6     **Topaz Existing Accounts**

The Company has charged to the Security Trustee by way of a first fixed charge for the payment of the Secured Obligations all of its benefits, rights, title and interest, present and future, in and to the Topaz Existing Accounts and all monies standing to the credit thereof and any bank or other accounts in which the Company may at any time have or acquire any claims, benefits, rights, title and interests

1 7     **ISDA Master Agreement and any Hedging Transaction**

The Company has assigned by way of first fixed security for the payment or discharge of the Secured Obligations to the Security Trustee, all its right, title, interest and benefit present and future in, to, under and in respect of an ISDA Master Agreement and any Hedging Transaction, subject to any rights of set-off or netting provided for thereunder

**1 8 Floating Charge**

The Company has charged by way of first floating charge by way of security for the payment or discharge of the Secured Obligations to and in favour of the Security Trustee, the whole of its undertaking and all its property and assets whatsoever and wheresover situate, present and future, other than any property or assets from time to time or for the time being charged by way of fixed charge, or otherwise assigned as security, by Clause 4 (*Security Created by Topaz*) of the Deed of Charge as described herein (but excepting from the foregoing exclusion all such undertaking, property and assets as are situated in or governed by the laws of Scotland, all of which are, for the avoidance of doubt charged by the floating charge hereby created)

**2 FURTHER ASSURANCE AND NEGATIVE PLEDGE**

The Deed of Charge contains covenants for further assurance and a negative pledge

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05946900

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 30 MARCH 2007 AS AMENDED AND RESTATED BY AN AMENDMENT DEED DATED THE 31st JANUARY 2008 AND CREATED BY TOPAZ FINANCE PLC FOR SECURING ALL MOIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE FACILITY SECURED PARTIES PURSUANT TO THE FACILITY TRANSACTION DOCUMENTS AND TO THE NOTE SECURED PARTIES PURSUANT TO THE NOTE TRANSACTION DOCUMENTS 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 FEBRUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th FEBRUARY 2008

*P. Coni*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES