

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

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

30 March 2007

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

A deed of charge dated 30 March 2007 (the "Deed of Charge") granted by the Company in favour of ABN Amro Trustees Limited as security trustee for the Secured Parties (the "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

ABN Amro Trustees Limited of 82 Bishopsgate, London, EC2N 4BN as Trustee for the Secured Parties.

Postcode EC2N 4BN

Presentor's name address and reference (if any)

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ
via CH London Counter

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD3

"L9813001"
13/04/2007
COMPANIES HOUSE

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CHFP025

Please do not write in this margin

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

*insert full name of Company

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

13/4/2007

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

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**

Schedules to Form 395 relating to the Deed of Charge entered into by Topaz Finance PLC (Company number: 05946900) dated 30 March 2007.

**SCHEDULE 1
DEFINITIONS**

In this form 395.

"Accession Deed" means a deed in or substantially in the form set out in Schedule 2 of the Deed of Charge,

"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 the 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
- (g) 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 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),

"Cut-Off Date" means 27 March 2007 or such other date as may be agreed in writing between the Seller and the Company;

"document" means any deed, instrument (including a negotiable instrument) or other document of any kind,

"Declaration of Trust" means the declaration of trust executed by NYM on or about 30 March 2007 in respect of the NYM bank account in respect of the relevant Loans or any other declaration of trust on behalf of the Company made in respect of bank accounts related to any Loans from time to time;

"English Mortgage" means all Related Security over a Mortgage English Property,

"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 and made between the Company, the Lender, the Facility Agent and the Trustee (as the same may be amended from time to time as agreed between the Company, the Lender, the Facility Agent and the Trustee,

"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,

"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 obligations to pay a floating rate of interest under the Facility Agreement,

"Insurance Policies" means any local search insurance policy;

"Interest Rate Setting Deed" means the deed entered into, at the request of and in the form approved by the Seller, between the Company and the Previous Owner with a view to the Seller complying with clause 4.11 of the Previous Purchase Agreement,

"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;

"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,

"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 Loan and its related Mortgage Security and all Mortgage Receipts relating thereto;

"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 Conditions" means in relation to a Mortgage the terms and conditions which apply or, as the case may be, ought to apply to and form part of that Mortgage,

"Mortgagee" means at any time in relation to a Mortgage the person at that time entitled to exercise the rights of the creditor, mortgagee or heritable creditor (as the case may be) thereunder,

"Mortgage English Property" means at any time a freehold or long leasehold residential property (having at that time an unexpired term at least 35 years longer than the mortgage term) in England or Wales,

"Mortgage Guarantee" means, in relation to a Mortgage, each guarantee given by any person in support of the liabilities of a Mortgage Borrower in respect of such Mortgage,

"Mortgage Life Policy" means in relation to a Mortgage such policies of life assurance or endowment policies (if any) which have or, as the context may require, should have been deposited or assigned by way of collateral security for the payment of the liabilities secured under that Mortgage,

"Mortgage Life Policy Securities" means in relation to an English Mortgage, the legal or equitable charges granted (whether by way of assignment or deposit) (if any) by the relevant Mortgage Borrower in favour of the relevant mortgagee in respect of the Mortgage Life Policies by way of collateral security for the payment of the moneys secured by that English Mortgage,

"Mortgage Occupier Consent" means a document whereby a person in or expected to be in occupation of a Property agrees, has agreed or ought to have agreed (as the case may be) with the Originator to waive or postpone such person's interest (if any) in the Property so that it ceases to exist or ranks after the interest of the Mortgagee created by the relevant Related Security,

"Mortgage Other Security" means in relation to a Mortgage

- (a) all of the creditor's Asset Rights in, to and under:
 - (i) each Mortgage Guarantee relating to such Mortgage,
 - (ii) each Mortgage Life Policy relating to such Mortgage,
 - (iii) each Mortgage Life Policy Security relating to such Mortgage,
 - (iv) each Mortgage Title Report relating to such Mortgage,
 - (v) each Mortgage Search Report relating to such Mortgage,
 - (vi) each valuation relating to such Mortgage,
 - (vii) all Mortgage Records relating to such Mortgage,
 - (viii) all Title Deeds relating to such Mortgage, and
 - (ix) all Borrower Buildings Insurance Untraced Policies relating to such Mortgage,
 - (x) all of the creditor's Asset Rights in, to and under all other Security Interests for all amounts payable in respect of such Mortgage, and

- (h) all of the creditor's other Asset Rights in connection with all other insurances (including any Insurance Policies), undertakings, contractual or other duties, reports, valuations, opinions, certificates, advice or other statements of fact or opinion given in connection with in respect of the origination and/or completion of any part of such Mortgage,

in each case in so far as such Asset Rights are not comprised in any Loan or any Related Security relating to such Mortgage,

"Mortgage Postponement Document" means a document by which a mortgagee or heritable creditor of a Property agrees, has agreed or ought to have agreed (as the case may be) with the relevant mortgagee, to postpone its mortgage over the Property so that the sums secured by it will rank for repayment after the sums secured by the relevant Mortgage,

"Mortgage Receipts" means all amounts received or recovered in respect of the Mortgages,

"Mortgage Records" means, in relation to each Mortgage

- (a) the file or files in any form or forms (including, without limitation, in microfiche format or electronic form) containing correspondence and papers between the Mortgage Borrower and the creditor/mortgagee (or its administrator);
- (b) the relevant Standard Documentation as completed or applied in relation to that Mortgage including, without limitation
 - (1) each letter of offer in respect of each Loan relating to such Mortgage,
 - (2) each Mortgage Title Report relating to such Mortgage,
 - (3) each Mortgage Search Report relating to such Mortgage,
 - (4) each valuation relating to such Mortgage, and
 - (5) each other relevant document relating to such Mortgage,

but excluding the Title Deeds,

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

"Mortgage Security" means in connection with a Mortgage, the relevant Related Security and Mortgage Other Security relating to that Mortgage,

"Mortgage Search Reports" means in relation to a Mortgage, each search, enquiry, investigation or similar report (other than a Mortgage Title Report or valuation) in relation to the relevant Property obtained or, as the case may be, ought to have been obtained by or on behalf of the Originator in relation to that Mortgage,

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

"Mortgage Seller Guarantor" means an entity that provides a guarantee in respect of a Mortgage Seller under a Mortgage Sale Agreement,

"Mortgage Title Reports" means in relation to a Mortgage, each report on title, certificate of title or similar report in relation to the relevant Property obtained or, as the case may be, ought to have been obtained from a solicitor and/or conveyancer on the instructions of or on behalf of the relevant mortgagee,

"New Secured Creditor" means any creditor from time to time of the Company which enters into an Accession Deed each of whom will be bound by the provisions of the Deed of Charge as if it contained covenants by each New Secured Creditor in favour of the Trustee and every other Secured Party to observe and be bound by all provisions of this Deed of Charge,

"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;

"Portfolio" means all the Purchase Mortgages,

"powers" in relation to the Trustee and any Receiver means their respective powers, discretions, authorities and rights under the Deed of Charge or the general law,

"Power(s) of Attorney" means the security power(s) of attorney granted by the Company to the Trustee on or about the date hereof,

"Preliminary Completion Statement" means a statement substantially in the form set out in Schedule 8 (*Preliminary Completion Statement*) of the Mortgage Sale Agreement dated 30 March 2007 (or such other form as may be agreed in writing between the Seller and the Company) and in the Purchase Information Data Format stored in the Purchase Information Storage Format

- (a) with the figures duly completed with the Seller's best estimate of the relevant figures as at the close of business on the Cut-Off Date, and

- (b) containing a list of Purchase Mortgages which includes in respect of each Purchase Mortgage the relevant particulars, as at the close of business on the Cut-Off Date, for each of the portfolio data identification fields, the portfolio data static fields and the portfolio data update fields in Schedule 8 (Preliminary Completion Statement) of the Mortgage Sale Agreement dated 30 March 2007,

"Previous Owner" means GMAC-RFC Limited,

"Previous Purchase Agreement" means the mortgage sale agreement dated 26 February 2006 between the Previous Owner, the Seller and the Seller Guarantor,

"Property" means, in relation to a Mortgage, the Mortgage English Property upon which the liabilities of the Mortgage Borrower are secured or, as the case may be, ought to be secured,

"Property Security Deed" means in relation to a Mortgage the document under which the relevant charge by way of legal mortgage by the Mortgage Borrower to the Originator in respect of the Property is, was or ought to have been created and/or evidenced,

"Purchase Information Data Format" means a spreadsheet in Microsoft Excel for Windows version 97 or later version format or such other format as may be agreed in writing between the Seller and the Company,

"Purchase Information Storage Format" means a compact disk formatted to be used with and read by a computer running Version 2000 or a later version of the Microsoft Windows operating system for Intel or compatible PCs and being signed and dated by a duly authorised officer of the Seller for the purpose of identification, or such other format as may be agreed in writing between the Seller and the Company,

"Purchase Mortgages" means each of the Mortgages certain particulars of which are indicated in the "List of Purchase Mortgages" included in the Preliminary Completion Statement delivered by the Seller to the Company under clause 4.2 (*Identification of Purchase Mortgages in the initial Preliminary Completion Statement*) of the Mortgage Sale Agreement dated 30 March 2007,

"receiver" includes a manager, and also a receiver and manager and an administrative receiver,

"Receiver" means a receiver appointed under the Deed of Charge or pursuant to statute, and includes more than one such receiver and any substituted receiver,

"Related Security" means in relation to a Mortgage, the legal mortgage or charge (including, without limitation, all the mortgagee's or chargee's Asset Rights relating thereto) of the Mortgage English Property which is or, as the case may be, ought to

be security for any Loan relating to such Mortgage, together with and including, without limitation, all of the mortgagee's or chargee's Asset Rights in, to and under

- (a) the Property relating to such Mortgage;
- (b) each Property Security Deed relating to such Mortgage;
- (c) each Mortgage Occupier Consent relating to such Mortgage, and each Mortgage Postponement Document relating to such Mortgage;

"Secured Parties" means the Trustee, any Receiver, the Lender, the Servicer and the Special Servicer, the Swap Counterparty and any New Secured Creditor,

"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,

"Seller" means NYM,

"Seller Guarantor" means Scarborough Building Society, a building society whose principal office is at Prospect House, PO Box 6, Lake View, Eastfield, Scarborough, North Yorkshire YO11 3WZ,

"Servicer" means Specialist Mortgage Services Limited (registered number 2466320) whose registered office is at Prospect House, PO Box 6, Lake View Eastfield, Scarborough, North Yorkshire YO11 3WZ, or any other party that accedes to the Servicing Agreement in the capacity of mortgage servicer,

"Servicer Guarantor" means Scarborough Building Society, a building society whose principal office is at Prospect House, PO Box 6, Lake View, Eastfield, Scarborough, North Yorkshire YO11 3WZ, or any other party that provides a guarantee to the Company in respect of the performance of the duties of a Servicer,

"Servicing Agreement" means the servicing agreement dated 30 March 2007 between, *inter alios*, the Company, the Servicer and the Lender;

"Specialist Mortgage Services Limited" means a company (registered number 2466320) whose registered office is at Prospect House, PO Box 6, Lake View Eastfield, Scarborough, North Yorkshire YO11 3WZ,

"Special Servicer" means Specialist Mortgage Services Limited,

"Special Servicer Guarantor" means Scarborough Building Society, a building society whose principal office is at Prospect House, PO Box 6, Lake View, Eastfield, Scarborough, North Yorkshire YO11 3WZ, or any other party that provides a guarantee to the Company in respect of the performance of the duties of a Special Servicer,

"Special Servicing Agreement" means the special servicing agreement dated 30 March 2007 between, *inter alios*, the Company, the Special Servicer and the Lender,

"Standard Documentation" means in the standard pro forma documents used or, as the case may be, which ought to have been used by or on behalf of the Originator to originate the relevant Mortgage according to the terms of the Mortgage Sale Agreement,

"Swap Counterparty" means any entity which enters into an arrangement or series of arrangements with the Company pursuant to an ISDA Master Agreement the purpose of which is to hedge the Company's obligations to pay interest under the Facility Agreement,

"Title Deeds" means in relation to a Mortgage all conveyancing deeds and documents which make up or evidence the title to and related rights and obligations in respect of the Properties, the Related Security and the Mortgage Other Security and any other Mortgage Security, including, without limitation

- (a) each land and charge certificate or official copy of the register relating to such Mortgage;
- (b) each Property Security Deed relating to such Mortgage,
- (c) each Mortgage Occupier Consent relating to such Mortgage,
- (d) each Mortgage Postponement Document relating to such Mortgage, and

where available, the searches and enquiries made in connection with such Mortgage,

"Tranche C Committed Facility" means the unsecured committed sterling revolving credit facility granted by the Lender pursuant to the Facility Agreement;

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 Trustee under the Deed of Charge,
- (b) to the Lender under the Facility Agreement and the Deed of Charge (excluding all monies and other liabilities (actual or contingent) for the time being due or owing by the Company to the Lender under the Tranche C Committed Facility granted by the Lender pursuant to the Facility Agreement),
- (c) to the Servicer under the Servicing Agreement and the Deed of Charge;
- (d) to the Special Servicer under the Special Servicing Agreement and the Deed of Charge, and
- (e) to the Swap Counterparty under the ISDA Master Agreement in respect of any Hedging Transactions and the Deed of Charge.

(Together, the "Secured Obligations")

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SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

1 SECURITY CREATED BY THE COMPANY

1.1 Loans and Related Security

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

(a) (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 provision of clause 3 (*Security Created by Topaz*) of the Deed of Charge) Related Security included in the Mortgage Loan 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 Mortgage Loan 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 Mortgages and other 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 Mortgage and 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 Mortgage Loan Portfolio,
- (b) assigned to the 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 charged to the Trustee, without prejudice to the charges contained in clause 3.1 1 of the Deed of Charge and to the extent that no charge created by clause 3 1 1 of the Deed of Charge is (if the 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 Contractual Rights

The Company assigned to and in favour of the 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

- 1 3 1 each Mortgage Sale Agreement including, without limitation, and the benefit of the warranties of the applicable Mortgage Seller and the benefit of the applicable Mortgage Seller Guarantor's guarantee of the obligations of the Mortgage Seller thereunder,
- 1 3 2 the Servicing Agreement including, without limitation, the benefit of a Servicer Guarantor's guarantee of the obligations of the Servicer thereunder,
- 1 3 3 the Special Servicing Agreement including, without limitation, the benefit of a Special Servicer Guarantor's guarantee of the obligations of the Special Servicer thereunder,
- 1 3 4 the Facility Agreement,

1 3 5 any Declaration of Trust,

1 3 6 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 4 **ISDA Master Agreement and any Hedging Transaction**

The Company assigned by way of first fixed security for the payment or discharge of the Secured Obligations to the Trustee, all its right, title, interest and benefit present and future in, to, under and in respect of the ISDA Master Agreement dated as of 12 March 2007 and any Hedging Transaction, subject to any rights of set-off or netting provided for thereunder,

1 5 **Floating Charge**

The Company 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 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 3 (*Security Created by Topaz*) of the Deed of Charge.

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 THE 30th MARCH 2007 AND CREATED BY TOPAZ FINANCE PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE TRUSTEE THE LENDER THE SERVICER THE SPECIAL SERVICER THE SWAP COUNTERPARTY 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 13th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2007

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —