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COMPANIES FORM No. 395

00400107/AC

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

311

05946900.

Name of company

* Topaz Finance Plc (the "Chargor")

Date of creation of the charge

12 December 2008.

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

A security over cash deposit deed dated 12 December 2008 between the Chargor, Mortgage Agency Services Number Five Limited ("MAS5") and the Royal Bank of Scotland Plc (the "Security Trustee") (the "Security Over Cash Deposit Deed").

Amount secured by the mortgage or charge

The Chargor covenants with the Security Trustee for itself and on trust for the Secured Parties to discharge each of the Secured Obligations on their due date in accordance with their respective terms to the extent of and up to an amount equal to the 5% Deposit.

Capitalised terms not defined in this Form 395 are defined in the Schedule attached hereto.

+10

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

The Royal Bank of Scotland Plc, 135 Bishopsgate, London (the "Security Trustee"), which expression shall include such company and all other persons for the time being acting as trustee or trustees.

Postcode EC2M 3UR

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



LD5DL5SY

LD2

19/12/2008

97

COMPANIES HOUSE

Time critical reference

70-40399331.

Short particulars of all the property mortgaged or charged

Pursuant to clause 3.1 of the Security Over Cash Deposit Deed, the Chargor has assigned absolutely to the Security Trustee for itself and on trust for the Secured Parties with full title guarantee all of its right, title and interest in the Deposit.

The Security Over Cash Deposit Deed also contains a covenant for further assurance.

Capitalised terms not defined in this Form 395 are defined in the schedule attached hereto.

745

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 LLP

Date 19 December 2008

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**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1 DEFINITIONS

In this Form 395:

"**5% Deposit**" means an amount equal to £5,078,886.52;

"**Borrower**" means, in relation to a Loan, the person or persons named as such in the relevant Loan, Mortgage or Mortgage Conditions and to whom such Loan is advanced together with any person or persons from time to time (including where applicable as guarantor or otherwise as surety) assuming the obligations of any borrower to repay such Loan or any part of it;

"**Completion**" means completion of the matters referred to in Clause 4 (*Completion*) of the Mortgage Sale Agreement in accordance with the said agreement;

"**Completion Date**" means 12 December 2008 or such later date as the Seller and the Purchaser may agree;

"**Deed of Consent**" means, in relation to a Loan and its related Mortgage, a deed whereby an occupier of Property aged seventeen years or over who is not the relevant Borrower has agreed to postpone his interest (if any) in the relevant Property so that it ranks for repayment after the interest created by, and the sums secured under, such related Mortgage;

"**Deposit**" means the credit balance from time to time on the Repurchase Price Funding Account, including any interest paid or payable in relation to those amounts and all debts represented by those amounts and all rights, benefits and proceeds in respect of the credit balance of such Repurchase Price Funding Account including any interest paid or payable in relation to those amounts and all debts represented by those amounts;

"**Initial Portfolio**" means the Loans listed in Annexure 1 (*Initial Portfolio*) of the Mortgage Sale Agreement;

"**Loans**" means the loans comprised in the Portfolio (each a "**Loan**");

"**Mortgage**" means a charge by way of legal mortgage over a residential property in England and Wales and, in relation to a Loan, means the mortgage securing that Loan including, in each case, all principal sums, interest, costs, charges, expenses and other moneys secured or intended to be secured by that mortgage (together the "**Mortgages**");

"**Mortgage Conditions**" means, in relation to each Loan and the Mortgage relating thereto, the terms and conditions subject to which such Loan and the security for the repayment thereof is currently outstanding including, for the avoidance of doubt, the terms and conditions (substantially in the form set out in the Standard Documentation) incorporated into any letter or letters of offer or agreement or agreements to make such Loan;

"**Mortgage Sale Agreement**" means the mortgage sale agreement dated 12 December 2008 between the Chargor and MASS;

Schedule 1 to Form 395, in respect of a Security Over Cash Deposit Deed dated 15 December 2008 between Topaz Finance Plc as Chargor, Mortgage Agency Services Number Five Limited as MAS5 and the Royal Bank of Scotland Plc as Security Trustee .

"Originator" means GMAC-RFC Limited (registered number 3489004) whose registered office is at No. 5, Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA in its capacity as the originator of the Loans;

"Portfolio" means, as at Completion, the Initial Portfolio after excluding:

- (a) any Loan which shall have been repaid in full on or prior to the day before the Completion Date;
- (b) any Loan which the Seller and the Purchaser have agreed to exclude in writing on or prior to the Completion Date; and
- (c) any Loan in relation to which there is a breach of Warranty which either party has notified to the other party prior to the day before the Completion Date;

"Property" means, in relation to a Loan and its related Mortgage, the property upon which the repayment of such Loan is secured;

"Purchaser" means MAS5;

"Receiver" means a receiver appointed under the Security Over Cash Deposit Deed or pursuant to statute, and includes more than one such receiver and any substituted receiver;

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

"Repurchase Obligations" means any obligation of the Seller that may arise under Clause 8.7 of the Mortgage Sale Agreement to repurchase any Loan, its Mortgage and its Related Security for the amount specified thereunder;

"Repurchase Price Funding Account" means the Seller's account entitled "Topaz Finance PLC" (Reference: Topaz Finance PLC Capital Account) with account number 40272656, sort code 40-50-30 with ABN AMRO Bank N.V., London Branch;

"Secured Obligations" means the Repurchase Obligations owing to MAS5 by Chargor under or pursuant to the Mortgage Sale Agreement, whether present or future, actual or contingent except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law.

"Secured Parties" means the Security Trustee, any Receiver and MAS5;

"Security" means the security created in favour of the Security Trustee pursuant to the Security Over Cash Deposit Deed;

"Seller" means Chargor;

Schedule 1 to Form 395, in respect of a Security Over Cash Deposit Deed dated 15 December 2008 between Topaz Finance Plc as Chargor, Mortgage Agency Services Number Five Limited as MAS5 and the Royal Bank of Scotland Plc as Security Trustee .

"Standard Documentation" means the documents which have been used by or on behalf of the Originator from time to time in connection with its activities as lender and on which the Loans comprised in the Portfolio and their related Mortgages have been granted or are outstanding, a list of which is set out in Schedule 1 (*List of the Originator's Standard Documentation*) of the Mortgage Sale Agreement and copies of which have been provided to the Purchaser;

"Warranties" means the warranties of the Seller referred to in Clause 7 (*Representations and Warranties*) of the Mortgage Sale Agreement (including, for the avoidance of doubt, the warranties in Schedule 11 (*Warranties*) of the Mortgage Sale Agreement) and **"Warranty"** means any one of them;



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

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

COMPANY NO. 5946900
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER CASH DEPOSIT
DEED DATED 12 DECEMBER 2008 AND CREATED BY TOPAZ
FINANCE PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF
SCOTLAND PLC (THE "SECURITY TRUSTEE") FOR ITSELF AND
ON TRUST FOR THE SECURED PARTIES 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 19
DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2008

plc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES