

# M

## COMPANIES FORM No. 403b

### Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking

# 403b

CHFP025

Please do not write in this margin

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

\*insert full name of company

Pursuant to section 403(1) (b) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

For official use

1 2

Company number

05946900

Name of company

TOPAZ FINANCE PLC ("TOPAZ")

I, MOHAMMAD AMINUDDIN

of 135, BISHOPSGATE, LONDON EC2M 3UR

† delete as appropriate

‡ insert a description of the instrument(s) creating or evidencing the charge, eg 'Mortgage', 'Charge', 'Debenture' etc.

§ the date of registration may be confirmed from the certificate

§ insert brief details of property or undertaking no longer subject to the charge

[a director] of the above company, do

solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described [has been released from the charge]

Date and description of charge † Deed of Charge dated 30-03-07, amended on 31-01-08

Date of registration § 12 February 2008 ✓

Name and address of [chargee] LaSalle Global Trust Services Limited as security trustee under the Deed of Charge, acting through its office at 5 Canada Square, London E14 5AQ.

Short particulars of property or undertaking released or no longer part of the company's property or undertaking § Please refer to Schedule 1 for short particulars

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 135, BISHOPSGATE, LONDON,  
EC2M 3UR

Declarant to sign below

Day Month Year  
on 12 01 2009

before me (CHRISTOPHER PALMER)

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

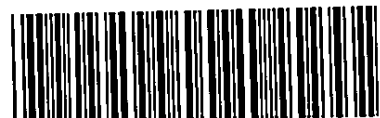
Presentor's name, address and reference (if any):

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

via london  
Counter  
as requested

For official use  
Mortgage section

MONDAY



LD4 19/01/2009 150  
COMPANIES HOUSE

## **SCHEDULE 1**

### **1. RELEASE**

#### **1.1 The Topaz Security Trustee, for and on behalf of itself and each of the other Secured Parties hereby:**

- (a) acknowledges that it is satisfied of the full and final payment or discharge by Topaz of the relevant Secured Obligations relating to the Topaz Security;
- (b) acknowledges the discharge of the relevant Secured Obligations relating to the Topaz Security and the Disposal Portfolio;
- (c) releases and discharges Topaz from all undertakings, liabilities and obligations whatsoever, whether actual or contingent and whether past, present or future, incurred or owing pursuant to the Topaz Deed of Charge relating to the Topaz Security;
- (d) releases to Topaz the Charged Property which was secured by way of the Topaz Security in favour of the Topaz Security Trustee by way of fixed and floating charges pursuant to the Topaz Deed of Charge to hold the same free and discharged from any Security Interests created by or pursuant to the Topaz Deed of Charge; and
- (e) reassigns and reconveys to Topaz all assets and property of Topaz relating to the Topaz Security and the Disposal Portfolio, present or future, which were assigned and/or conveyed to the Topaz Security Trustee by way of security pursuant to the terms of the Topaz Deed of Charge.

For Terms used but not defined in this form 403b, kindly refer to Schedule 2.

## SCHEDULE 2

### DEFINITIONS

**"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 Topaz may designate with the prior written approval of the Topaz Security Trustee.

**"Bank Accounts Declaration of Trust"** means the declaration of trust executed by North Yorkshire Mortgages Limited on or about 31 January 2008 in respect of certain bank accounts referred to therein.

**"Borrower Buildings Insurance Untied Policy"** has the meaning given to it in the relevant Mortgage Sale Agreement.

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

**"Calculation Agent"** means ABN Amro Bank N.V., London Branch.

**"Charged Property"** means the assets, rights and undertaking of Topaz for the time being held as security (whether fixed or floating) for the Secured Obligations under the Deed of Charge and references to the Charged Property include references to any part of it.

**"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;

**"Collection Account Declaration of Trust"** means the declaration of trust in favour of Topaz in respect of certain North Yorkshire Mortgages Limited accounts held with HSBC Bank Plc executed by North Yorkshire Mortgages Limited on or about 31 January 2008.

**"Deed of Charge"** means the deed of charge dated 30 March 2007 as amended and restated by an amendment deed dated 31 January 2008, between, *inter alios*, Topaz and the Topaz Security Trustee.

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

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

**"Deed of Release"** means the deed of release dated on or about 30 December 2008 between, *inter alios*, Topaz and the Topaz Security Trustee.

**"Designated Company"** means North Yorkshire Mortgages Limited or another company nominated by Topaz under the GMAC Mortgage Sale Agreement (other than Topaz or any of its affiliates) to which GMAC will, pursuant to the GMAC Mortgage Sale Agreement, transfer 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 Mortgage Loans and Related Security comprising the GMAC Mortgage 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 Topaz, the Topaz Security Trustee and the Initial Noteholder (which includes, for the avoidance of doubt, the Legal Titleholder Deed).

**"Disposal Portfolio"** means the portfolio of Loans and their Related Security, listed in Schedule 1 (*Mortgage Loans and Related Security*) of the Deed of Release, to be sold by Topaz to the Series AssetCo2 pursuant to the Series 2008-1 Portfolio Purchase Agreement.

**"Facility Agent"** means the Original Facility Agent until any other person is appointed as the Facility Agent in accordance with the terms of the Facility Agreement.

**"Facility Agreement"** means the warehouse facility agreement dated 30 March 2007 and made between Topaz, the Original Lender, the Original Facility Agent and the Topaz Security Trustee (as the same may be amended from time to time).

**"Facility Finance Documents"** means the Facility Agreement, the Deed of Charge, each Scottish Supplemental Charge, each Scottish Declaration of Trust, the Servicing Agreement, the relevant Mortgage Sale Agreement, the Bank Accounts Declaration of Trust, any ISDA Master Agreement and any confirmation(s) evidencing a transaction thereunder and the fee letter.

**"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 Obligations"** means the aggregate of all moneys and other liabilities (actual or contingent) for the time being due or owing by Topaz to the Facility Secured Parties pursuant to the Facility Transaction Documents.

**"Facility Secured Parties"** means each Lender, the Facility Agent, the Topaz 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 Topaz 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:

- (f) the Deed of Charge
- (g) the Facility Agreement;
- (h) any mortgage sale agreement (other than the GMAC Mortgage Sale Agreement);
- (i) 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;
- (j) the Powers of Attorney;
- (k) the ISDA Master Agreement (including any schedule or confirmation comprised therein) entered into by Topaz pursuant to its obligations under the Facility Agreement; and
- (l) all other agreements and documents comprised in the security for Topaz's obligations under the Facility Agreement.

**"GMAC"** means GMAC-RFC Limited (registered number 3489004) whose registered office is at No. 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA.

**"GMAC Mortgage Portfolio"** means all Mortgage Loans and their Related Security acquired by Topaz pursuant to the GMAC Mortgage Sale Agreement.

**"GMAC Mortgage Sale Agreement"** means a mortgage sale agreement dated on or about 21 December 2007 between GMAC and Topaz.

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

**"Initial Noteholder"** means The Royal Bank of Scotland Plc in its capacity as the initial noteholder pursuant to the Loan Note Issuance Deed.

**"Insurance Policies"** has the meaning given to it in the relevant Mortgage Sale Agreement.

**"ISDA Master Agreement"** means any ISDA master agreement between Topaz 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.

**"Lender"** means:

- (a) the Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 20 (*Assignment; Changes in Facility Office*) of the Facility Agreement,

which in each case has not ceased to be a party in accordance with the terms of the Facility Agreement.

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

**"Loan"** has the meaning given to that term or to the term **"Mortgage Loan"** in the relevant Mortgage Sale Agreement.

**"Loan Note Issuance Deed"** means the loan note issuance deed dated on or about 31 January 2008 between, *inter alios*, Topaz, the Registrar, Calculation Agent, Note Manager and the Initial Noteholder.

**"Mortgage"** means a charge by way of legal mortgage in England and Wales, or, where applicable, a legal charge or mortgage in Northern Ireland or a 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 Topaz on such security and from time to time outstanding and which Topaz has bought or agreed to buy pursuant to the Mortgage Sale Agreement.

**"Mortgage Sale Agreement"** means any mortgage sale agreement between, *inter alios*, Topaz, originators and/or mortgage sellers for the purchase of mortgages by Topaz, from time to time, from originators and/or mortgage sellers.

**"Note Finance Documents"** means the Loan Note Issuance Deed, the Deed of Charge, each Scottish Supplemental Charge, each Scottish Declaration of Trust, the Servicing Agreement, the Special Servicing Agreement, the GMAC Mortgage Sale Agreement, the Collection Account Declaration of Trust, any ISDA Master Agreement and any confirmation(s) evidencing a transaction thereunder and the fee letter.

**"Note Manager"** means the Original Note Manager until any other person who is appointed as the Note Manager in accordance with the terms of the Loan Note Issuance Deed.

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

**"Note Secured Obligations"** means the aggregate of all moneys and other liabilities (actual or contingent) for the time being due or owing by Topaz to the Note Secured Parties pursuant to the Note Transaction Documents.

**"Note Secured Parties"** means each Noteholder, the Note Manager, the Topaz 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 Topaz 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 Topaz pursuant to its obligations under the Loan Note Issuance Deed.
- (i) the Designated Company Transfer Documents;
- (j) the Collection Account Declaration of Trust; and
- (k) all other agreements and documents comprised in the security for Topaz's obligations under the Loan Note Issuance Deed.

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

**"Notes"** means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes (each as defined in the Deed of Charge) and the Class E Notes, and "Note" shall mean any one of them.

**"Original Facility Agent"** means ABN Amro Bank N.V., London Branch.

**"Original Lender"** means ABN Amro Bank N.V., London Branch.

**"Original Note Manager"** means ABN Amro Bank N.V., London Branch.

**"Original Swap Counterparty "** means ABN Amro Bank N.V., London Branch.

**"Power of Attorney"** means the security power of attorney granted by Topaz to the Topaz Security Trustee on 30 March 2007 substantially in the form set out in Schedule 2 (*Power of Attorney*) of the Deed of Charge.

**"Registrar"** means ABN Amro Bank N.V., London Branch.

**"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.

**"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 Topaz pursuant to the relevant Mortgage Sale Agreement.

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

**"Scottish Property"** means the Properties located in Scotland;

**"Scottish Supplemental Charge"** means any assignation in security granted by Topaz in favour of the Topaz Security Trustee pursuant to Clause 4.3.3 (*Scottish Trust Security*) of the Deed of Charge substantially in the form set out in Schedule 5 of the Deed of Charge.

**"Secured Obligations"** means the Facility Secured Obligations and the Note Secured Obligations.

**"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 by way of security, retention of title or other agreement or arrangement having the effect of conferring security, howsoever created or arising.

**"Series 2008-1 Portfolio Purchase Agreement"** means the mortgage sale agreement dated on or about the date of the Topaz Deed of Charge between, *inter alios*, the Series AssetCo2 and Topaz.

**"Series AssetCo2"** means Uropa Assets No.2 Limited.

**"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*, Topaz, Specialist Mortgage Services Limited and the Original 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*, Topaz, Specialist Mortgage Services Limited and the Original Lender as amended and restated by an amendment agreement dated 21 December 2007.

**"Swap Counterparty"** means the Original Swap Counterparty and any entity which enters into an arrangement or series of arrangements with Topaz pursuant to an ISDA Master Agreement the purpose of which is to hedge Topaz's obligations to pay interest under the Facility Agreement or Loan Note Issuance Deed.

**"Topaz"** means Topaz Finance PLC;

**"Topaz Security"** means Security Interests created under the Deed of Charge and any deed of charge supplemental thereto in respect of the Loans and their Related Security comprised in the Disposal Portfolio.

**"Topaz Security Trustee"** means La Salle Global Trust Services Limited (formerly ABN AMRO Trustees Limited), (registered number 02379632) acting through its office at 5 Canada Square, Canary Wharf, London, E14 5AQ, in its capacity as security trustee under the Deed of Charge.

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

NUSRET ISEN  
CLIFFORD CHANCE LLP  
25W2  
0207 006 2318