

# M

CHFP025

Please do not  
write in  
this margin

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

ALC-00400107

# 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

4111

05946900

Name of company

\* Topaz Finance Plc ("**Topaz**")

Date of creation of the charge

27 March 2009

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

A deed of charge supplement dated 27 March 2009 (the "**Supplement Deed**")  
between Topaz, LaSalle Global Trust Services Limited (the "**Topaz Security  
Trustee**"), The Royal Bank of Scotland Plc ("**RBS**"), Bank of America National  
Association and Specialist Mortgage Services Limited.

Amount secured by the mortgage or charge

Please refer to Schedule 1 (Amount Secured by the Mortgage or Charge) which  
describes the amount secured by the mortgage or charge.

Please refer to Schedule 2 (Definitions) which sets out a list of defined  
terms.

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

LaSalle Global Trust Services Limited (registered number 02379632) at 5  
Canada Square, London, in its capacity as Topaz Security Trustee on its  
behalf and on behalf of the Note Secured Parties.

Postcode E14 5AQ

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

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

Time critical reference  
915261/70-40372621

For official Use (06/2005)  
Mortgage Section

Post room

FRIDAY



\*L7T5X8PK\*

LD2

03/04/2009

109

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Schedule 3 (*Short Particulars of all the Property Mortgaged or Charged*) which sets out the short particulars of all the property mortgaged or charged.

The Supplement Deed contains covenants for further assurance.

The Supplement Deed contains a negative pledge.

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

*Alfred Chance LLP*

Date 3 April 2009

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**  
**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

The aggregate of all monies and other liabilities (actual or contingent) for the time being due or owed by Topaz to the Note Secured Parties pursuant to:

- (a) the Topaz Deed of Charge;
- (b) the Loan Note Issuance Deed; + 10
- (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 dated 30 March 2007;
- (f) the Power of Attorney (Supplement) dated 27 March 2009;
- (g) the Programme Servicing Agreement;
- (h) the Special Servicing Agreement;
- (i) 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;
- (j) the Designated Company Transfer Documents;
- (k) the Collection Account Declaration of Trust;
- (l) the Topaz-GMAC Account Bank Agreement; and
- (m) all other agreements and documents comprised in the security for Topaz's obligations under the Loan Note Issuance Deed;

(the "Note Secured Obligations").

## SCHEDULE 2 DEFINITIONS

**"Account Bank"** means RBS or any other bank or banks that may be designated by Topaz from time to time with the prior written approval of the Topaz Security Trustee.

**"Accounts"** means the New Topaz GMAC Capital Account and the New Topaz Collection Account.

**"Borrower"** means, in relation to a Loan, each person or persons who is or are named and defined 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 assuming the obligations of the Borrower to repay such Loan or any part of it.

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

**"Business Servicer"** means RBS in its capacity as business servicer to Topaz pursuant to a business servicing agreement between Topaz and RBS.

**"Calculation Agent"** means RBS.

**"Class A Note"** means the floating rate funding note designated as such, in the relevant Initial Principal Amount, issued by Topaz and subscribed for by the Initial Noteholder on the Completion Date.

**"Class B Notes"** means the floating rate funding note designated as such, in the relevant Initial Principal Amount, issued by Topaz and subscribed for by the Initial Noteholder on the Completion Date.

**"Class C Notes"** means the floating rate funding note designated as such, in the relevant Initial Principal Amount, issued by Topaz and subscribed for by the Initial Noteholder on the Completion Date.

**"Class D Notes"** means the fixed rate funding note designated as such, in the relevant Initial Principal Amount, issued by Topaz and subscribed for by the Initial Noteholder on the Completion Date.

**"Class E Notes"** means the variable rate funding note designated as such, in the relevant Initial Principal Amount, issued by Topaz and subscribed for by the Initial Noteholder on the Completion Date.

**"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 31 January 2008.

**"Completion Date"** means 31 January 2008.

**"Deed of Consent"** means a deed substantially in the form of the pro forma contained in the GMAC Standard Documentation whereby the signatory agreed to postpone his interest (if any) in the relevant Property to that created by a Mortgage by declaring that he will not assert any right to an overriding interest by occupation adverse to GMAC's rights under such Mortgage.

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

**"Delegate Special Servicer"** means SMS.

**"Deposit"** means each credit balance from time to time on the Accounts maintained with the Account Bank by Topaz and all rights, benefits and proceeds thereof. +95

**"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 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 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).

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

**"GMAC"** means GMAC-RFC Limited (registered number 03489004) whose registered address is at 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA.

**"GMAC Mortgage Portfolio"** means the Loans listed in annexure 4 to the GMAC Mortgage Sale Agreement.

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

**"GMAC Standard Documentation"** means the documents set out in annexure 1 to the GMAC Mortgage Sale Agreement which have been used by GMAC from time to time in connection with its activities as lender and on which each Loan and its Related Security comprised in the GMAC Mortgage Portfolio has been granted or is outstanding, and those documents not set out in annexure 1 to the GMAC Mortgage Sale Agreement but which:

- (a) are in the same form as those used by GMAC but are jointly branded with remote mortgage processors;

- (b) are copies of mortgage application forms which originate from mortgage introducers to GMAC; or
- (c) are special mortgage conditions appropriate for the relevant Product Specification or are not related to a particular Product Specification but are such as would be required by GMAC in the circumstances of the particular Loan,

and, for the purposes of "Standard Documentation" will all be included in such definition.

**"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 Loan Note Issuance Deed.

**"Individual Buildings Policies"** means in relation to each Property:

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

**"Initial Noteholder"** means RBS.

**"Initial Offer"** means the initial offer of the Notes pursuant to the Loan Note Issuance Deed.

**"Initial Principal Amount"** means, upon issue of the relevant Note, the amount specified in the Note Issuance Notice.

**"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.

**"Legal Titleholder Deed"** means the legal titleholder deed executed by, *inter alios*, Topaz, North Yorkshire Mortgages Limited and the Topaz Security Trustee on 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 21 December 2007 as amended and restated on 31 January 2008 between Topaz, the Registrar, Calculation Agent, Note Manager, the Initial Noteholder and the Topaz Security Trustee.

**"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 Conditions"** means, in relation to each Loan and the Mortgage relating thereto, the terms and conditions subject to which the Loan and Mortgage are made including, for the avoidance of doubt, the terms and conditions incorporated into any letter or letters of offer or agreement to make such Loan.

**"Mortgage Sale Agreements"** means the mortgage sale agreements 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 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 Topaz.

**"New Topaz GMAC Capital Account"** means the capital account or other deposit for the time being maintained with the Account Bank by Topaz (and any renewal or redesignation thereof or substitution therefor) pursuant to the Topaz-GMAC Account Bank Agreement.

**"New Topaz GMAC Collection Account"** means the collection account or other deposit for the time being maintained with the Account Bank by Topaz (and any renewal or redesignation thereof or substitution therefor) pursuant to the Topaz-GMAC Account Bank Agreement.

**"Note Issuance Notice"** means a notice of an Initial Offer delivered by Topaz to the Initial Noteholder pursuant to the Loan Note Issuance Deed.

**"Note Manager"** means RBS or 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 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 Programme Servicer, the Delegate Special Servicer, the Swap Counterparty and any creditor from time to time of Topaz which accedes to the Topaz Deed of Charge in accordance with the terms of the Topaz Deed of Charge and the other Note Transaction Documents.

**"Note Transaction Documents"** means:

- (a) the Topaz 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 Borrower Buildings Insurance Untied Policy;
- (e) the Power of Attorney;
- (f) the Programme 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 and the Class E Notes, and **"Note"** shall mean any one of them.

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

**"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 Topaz Deed of Charge.

**"Power of Attorney (Supplement)"** means the security power of attorney granted by Topaz to the Topaz Security Trustee on 27 March 2009 substantially in the form set out in Schedule 2 (*Power of Attorney*) of the Supplement Deed.

**"Product Specifications"** means the product specifications set out in annexure 2 to the GMAC Mortgage Sale Agreement.

**"Programme Servicer"** means SMS or any other party that accedes to the Programme Servicing Agreement in the capacity of mortgage servicer.



**"Programme Servicing Agreement"** means the servicing agreement between, *inter alios*, Topaz and SMS, dated 30 March 2007 as amended and restated on 18 July 2007, as further amended and restated on 21 December 2007 and as further amended and restated on 30 December 2008.

**"Property"** means, in relation to a Loan and its related Mortgage, the freehold or leasehold property or the Scottish Property charged as security for the repayment of such Loan.

**"RBS"** means The Royal Bank of Scotland Plc (registered number SC90312) acting through its office at 135 Bishopsgate, London EC2M 3UR.

**"Registrar"** means Bank of America National Association acting through its London Office at 5 Canada Square, London E14 5AQ, in its capacity as the registrar pursuant to the Loan Note Issuance Deed.

**"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 Mortgage"** means a Standard Security over a Scottish Property securing a Scottish Mortgage Loan comprised in the GMAC Mortgage Portfolio.

**"Scottish Mortgage Loan"** means a Loan secured by a Scottish Mortgage.

**"Scottish Property"** means, in relation to a Scottish Mortgage Loan and its related Scottish Mortgage, the heritable or long lease property in Scotland mortgaged or charged as security for repayment of such Scottish Mortgage Loan.

**"SMS"** 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.

**"Special Servicing Agreement"** means the special servicing agreement between, *inter alios*, Topaz and SMS, dated 18 July 2007 as amended and restated on 21 December 2007 and further amended and restated on 30 December 2008.

**"Standard Security"** means a heritable security created by a standard security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970.

**"Swap Counterparty"** means the ABN Amro Bank N.V., London Branch 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 Loan Note Issuance Deed.

Schedules 1, 2 and 3 to Form 395 in respect of the Supplement Deed dated 27 March 2009 executed by, *inter alios*, Topaz and the Topaz Security Trustee.

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

**"Topaz-GMAC Account Bank Agreement"** means the account bank agreement dated 27 March 2009 (as may be amended from time to time) made between Topaz, the Account Bank, the Programme Servicer and the Topaz Security Trustee.

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

**SCHEDULE 3**  
**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**SECURITY OVER THE DEPOSIT**

**1. NEW TOPAZ GMAC CAPITAL ACCOUNT**

Topaz hereby charges the Deposit on the New Topaz GMAC Capital Account with full title guarantee and by way of first fixed charge, in favour of the Topaz Security Trustee as continuing security for the payment and discharge of all of the Note Secured Obligations.

**2. NEW TOPAZ GMAC COLLECTION ACCOUNT**

Topaz hereby charges the Deposit on the New Topaz GMAC Collection Account with full title guarantee and by way of first fixed charge, in favour of the Topaz Security Trustee as continuing security for the payment and discharge of all of the Note Secured Obligations,

**TO HOLD** the same unto the Topaz Security Trustee absolutely.

**3. CONTRACTUAL RIGHTS**

Topaz hereby assigns to and in favour of the Topaz Security Trustee by way of first fixed security for the payment or discharge of the Note Secured Obligations all its right, title, interest and benefit present and future in, to under and in respect of the Topaz GMAC Account Bank Agreement, including all rights to receive payment of any amounts which may become payable to Topaz thereunder or with respect thereto and all payments received by Topaz 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,

**TO HOLD** the same unto the Topaz Security Trustee absolutely.



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

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

**COMPANY NO. 5946900  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE SUPPLEMENT  
DATED 27 MARCH 2009 AND CREATED BY TOPAZ FINANCE  
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE COMPANY TO THE NOTE SECURED PARTIES 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 3 APRIL 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**