

Particulars of 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

2173065

Name of company

* COLLATERALISED MORTGAGE SECURITIES (NO.6) PLC ("CMS6")

Date of creation of the charge

12 DECEMBER 2000

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

ASSIGNATION IN SECURITY (the "Charge")

Amount secured by the mortgage or charge

CMS6 binds and obliges itself and covenants with the Security Agent as trustee for the CMS6 Secured Parties to pay and discharge the CMS6 Secured Amounts and all other Secured Amounts in accordance with the Deed of Charge.

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

The Royal Bank of Scotland PLC, acting through its Corporate Banking Office, PO Box 450, 5-10 Great Tower Street, London EC3P 3HA (the "Security Agent")

Postcode

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

Tods Murray WS
33 Bothwell Street
Glasgow

G2 6NL

P0536.015-CMS6 (No.2)

Time critical reference

For official Use
Mortgage Section

1 Post room



A76
COMPANIES HOUSE

0093
22/12/00

Short particulars of all the property mortgaged or charged

CMS6's whole rights, title and interest present and future in and to the Scottish Trust Property and the Supplemental Scottish Declaration of Trust, surrogating and substituting the Security Agent as trustee for the CMS6 Secured Parties in its full right and place therein and thereto

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

Tods Mu

Date 20/12/00

On behalf of [company] mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

COLLATERALISED MORTGAGE SECURITIES (NO.6) PLC
COMPANY NUMBER 2173063

Schedule to Form 395

“Administration Agreement” means the administration agreement dated the Signing Date and made between Paragon, the Company, CMS6 and the Security Agent;

“Administrator” means Paragon in its capacity as provider of the Services or any other person appointed in substitution for Paragon as provider of the Services;

“Agent” means RBS in its capacity as agent under and for the purposes of the Facility Agreement or any successor agent appointed in accordance with Clause 24 of the Facility Agreement;

“Bank” means each party listed as such in the First Schedule to the Facility Agreement, each person acceding to the Facility Agreement pursuant to the terms of Clause 27 of it and each person to whom all or part of any rights and obligations of any such party or person have been transferred pursuant to the terms of Clause 27 of the Facility Agreement and **“Banks”** shall be construed accordingly;

“Benefit” means, in relation to an Unsecured Consumer Loan:-

- (a) all right, title, interest and benefit of CFUK in and to such Unsecured Consumer Loan and in and to the relevant Unsecured Consumer Loan Credit Agreement, including without limitation:-
 - (i) all sums of principal and interest and any other amounts paid or to be paid thereunder and the right to demand, sue for, recover, receive and give receipts for, all principal monies payable thereunder or the unpaid part thereof and the interest and all other sums due or to become due thereon and the benefit of and the right to sue on all covenants, obligations and undertakings on the part of the relevant Consumer thereunder; and
 - (ii) the right to exercise all express and implied rights, powers and discretions of CFUK in, under or to the relevant Unsecured Consumer Loan Credit Agreement and each and every part thereof, including the right, subject to and in accordance with the terms respectively set out therein, to vary the amount, dates and number of the payments to be made in relation to such Unsecured Consumer Loan;
- (b) all causes and rights of action of CFUK against any person in connection with any report, opinion, certificate or other statement of fact or opinion in connection with such Unsecured Consumer Loan or affecting the decision of the CFUK to offer or to make the relevant Unsecured Consumer Loan;
- (c) all causes and rights of action of CFUK against any person in respect of CCA Claims arising in respect of the relevant Unsecured Consumer Loan; and
- (d) the benefit of all guarantees, indemnities, insurance and Security Interests given to

or held by CFUK in connection with repayment of the Unsecured Consumer Loan;

"CFUK" means Colonial Finance (UK) Limited, registered in England with registered no. 02064697;

"Closing Date" means the date on which the Company receives notice from the Agent under Clause 2.3 of the Facility Agreement;

"CMS6 Secured Amounts" means the moneys and liabilities which CMS6 covenants and undertakes in the Deed of Charge to pay or discharge; and references to "CMS6 Secured Amounts" in the Deed of Charge include references to any of them;

"CMS6 Secured Parties" means the Security Agent, the Company, any Receiver and CMS9 (but in each case only if, and to the extent that, such person shall have become bound by the terms of the Deed of Charge);

"CMS6" means Collateralised Mortgage Securities (No 6) PLC, registered in England and Wales with registered no. 2173065;

"CMS9" means Collateralised Mortgage Securities (No 9) PLC, registered in England and Wales with registered no. 2173067;

"Company Secured Amounts" means the moneys and liabilities which the Company covenants and undertakes in the Deed of Charge to pay or discharge and any Hedge Secured Amounts; and references to the "Company Secured Amounts" in the Deed of Charge include references to any of them;

"Company Secured Parties" means the Security Agent, the Banks, any Receiver, the Administrator, Paragon and any Hedge Provider (including, for the avoidance of doubt, RBS), but in each case only if, and to the extent that, such person shall have become bound by the terms of the Deed of Charge;

"Consumer" means a borrower under an Unsecured Consumer Loan;

"Deed of Charge" means the deed of charge dated the Closing Date and made between the Company, the Security Agent, the Administrator, CMS6 and CMS9;

"Facility Agreement" means the facility agreement dated the Signing Date and made between the Company, CMS6, CMS9, the Security Agent, the Banks and others;

"Hedge Secured Amounts" means any and all moneys and liabilities which from time to time may be due, owing or payable from or by the Company to any Hedge Provider (including, for the avoidance of doubt, each Bank which is a Bank at the Signing Date) under or pursuant to any Hedge Agreement including (but without limitation) the cost of obtaining Hedges;

"Hedge Agreement" means any agreement (including, for the avoidance of doubt, a Swap Agreement) from time to time entered into or to be entered into by the Company with a Hedge Provider to hedge the Company's actual or prospective exposure to interest rates; any agreement entered into by the Company with a Hedge Provider in substitution or replacement of any such agreement; and any other agreements for similar purposes entered into by the Company with a Hedge Provider from time to time, each such agreement to be in such form as is approved by the Security Agent (such approval not to be unreasonably withheld or delayed);

"Hedge Provider" means RBS and/or any other bank or financial institution acting as a Hedge Provider under any Hedge Agreement which if not a party to the Deed of Charge undertakes in a manner and form reasonably satisfactory to the Security Agent to be bound by the Deed of Charge as if it were a party thereto in the capacity of a Secured Party;

"Hedge" means a transaction entered into by the Company and a Hedge Provider pursuant to a Hedge Agreement;

"Loan Sale Contract" means a contract for the sale of Unsecured Loans

"Master Definitions Schedule" means the schedule of definitions dated the Closing Date;

"Paragon" means Paragon Finance PLC (registered no. 1917566) whose registered office is at St. Catherine's Court, Herbert Road, Solihull, West Midlands, B91 3QE;

"RBS" means The Royal Bank of Scotland plc;

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

"Scottish Declaration of Trust" means the declaration of trust executed by CFUK in favour of CMS6 in respect of the Scottish Trust Property of even date with the Charge and executed immediately prior to the execution of the Charge;

"Scottish Loans" means an Unsecured Consumer Loan subject to the jurisdiction of Scotland;

"Scottish Trust Property" means the Benefit of the Scottish Unsecured Consumer Loans which are the subjects of the Loan Sale Contract to which reference is made in the relevant Scottish Declaration of Trust or Supplemental Scottish Declaration of Trust and the benefit of the Unsecured Consumer Loan Credit Agreements relating thereto and all amounts received under or in respect of such Unsecured Consumer Loans and Unsecured Consumer Loan Credit Agreements, together with all monies, property, interests, rights, title, benefits and proceeds relating thereto and referred to in Clause 6 of the Standard Terms and Conditions which pursuant to the relevant Loan Sale Contract CFUK is obliged to hold in trust for CMS6 and together also with all of the foregoing which may from time to time after the relevant Scottish Declaration of Trust or Supplemental Scottish Declaration of Trust be the subjects of a Loan Sale Contract or relate to such subjects and all of the foregoing which were the subjects of a previous Loan Sale Contract or relate to such latter subjects but relative to which a trust has not been duly and effectively constituted as envisaged in Clause 2.3 of the Standard Terms and Conditions pursuant thereto;

"Secured Amounts" means the Company Secured Amounts and the CMS6 Secured Amounts;

"Secured Parties" means the Company Secured Parties and the CMS6 Secured Parties;

"Security Interest" means any mortgage, sub-mortgage, charge, sub-charge, pledge, lien, or other security interest, howsoever created or arising other than any of the foregoing which arise by operation of law;

"Seller" means CFUK.

"Services" means the services, including those set out in Schedule 1 of the Administration Agreement, to be provided by the Administrator pursuant to that Agreement;

"Signing Date" means the date of the Master Definitions Schedule;

"Standard Terms and Conditions" means the Standard Terms and Conditions substantially in the form of the agreed draft to be executed on the Signing Date and expressed to be made between or, as the context may require, the agreement so called executed on the Signing Date by or on behalf of Paragon, the Security Agent, CFUK and CMS6 comprising terms and conditions on which it is intended that Offers to Sell shall be made;

"Supplemental Scottish Declaration of Trust" means a declaration of trust executed by CFUK pursuant to Clause 2.3 of the Standard Terms and Conditions and substantially in the form set out in Appendix B-2 thereto and includes the declaration of trust dated of even date with the Charge;

"Unsecured Consumer Loan Credit Agreement" means, in relation to each Unsecured Consumer Loan, a credit agreement entered into by CFUK and the relevant Consumer;

"Unsecured Consumer Loan" means an agreement to lend money to an individual or individuals on an unsecured basis advanced by CFUK and acquired or to be acquired by CMS6;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02173065

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY DATED THE 12th DECEMBER 2000 AND CREATED BY COLLATERALISED MORTGAGE SECURITIES (NO 6) PLC FOR SECURING CMS6 BINDS AND OBLIGES ITSELF AND COVENANTS WITH THE SECURITY AGENT AS TRUSTEE FOR THE CMS6 SECURED PARTIES TO PAY AND DISCHARGE THE CMS6 SECURED AMOUNTS AND ALL OTHER SECURED AMOUNTS IN ACCORDANCE WITH THE DEED OF CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th DECEMBER 2000.

DX
A2



C O M P A N I E S H O U S E



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES