



CHFP041

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.



395

Please do not  
write in  
this margin

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

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

5

3982428

Name of company

\*Insert full name  
of company

\* HOLMES FUNDING LIMITED

Date of creation of the charge

26th July, 2000 as amended on 29th November, 2000, 23rd May, 2001, 5th July,  
2001 and (8th November, 2001) amended on various dates.

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

PLEASE SEE ATTACHED SCHEDULE 1.

Amount secured by the mortgage or charge

PLEASE SEE ATTACHED SCHEDULE 2.

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

THE CHASE MANHATTAN BANK, LONDON BRANCH (FOR ITSELF AND ON BEHALF OF THE  
OTHER FUNDING SECURED CREDITORS)

9 THOMAS MORE STREET, LONDON

Postcode

E1W 1YT

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

SLAUGHTER AND MAY  
35 BASINGHALL STREET  
LONDON  
EC2V 5DB  
ORS

PLEASE RETURN VIA  
CH LONDON COUNTER

For official use  
Mortgage section

Post room



LD5  
COMPANIES HOUSE

0245  
26/11/01

Time critical reference

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED SCHEDULE 3.

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)

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed

Date 26/11/01

On behalf of [company][mortgagee/chargee]\*

\*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 CF4 3UZ

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### Schedule 1

*between various companies as defined*

Fourth deed of accession to the Funding deed of charge dated 8th November, 2001 ("Fourth Deed of Accession") between Funding (1), Holmes Financing (No. 1) PLC (the "First Issuer") (2), Holmes Financing (No. 2) PLC (the "Second Issuer") (3), Holmes Financing (No. 3) PLC (the "Third Issuer") (4), Holmes Financing (No. 4) PLC (the "Fourth Issuer") (5), Abbey National plc (the "Seller") (6), Abbey National plc (the "Cash Manager") (7), Abbey National plc (the "Account Bank") (8), Abbey National Treasury Services plc (the "Funding Swap Provider") (9), SPV Management Limited (the "Corporate Services Provider") (10), Citibank, N.A., London Branch (the "First Start-up Loan Provider" and the "Second Start-up Loan Provider") (11), Abbey National plc, (the "Third Start-up Loan Provider", the "Fourth Start-up Loan Provider" and the "Fifth Start-up Loan Provider") (12), The Royal Bank of Scotland plc (the "Funding Liquidity Facility Provider") (13), The Chase Manhattan Bank, London Branch (the "Security Trustee") (14) and Holmes Financing (No. 5) PLC (the "Fifth Issuer") (15) which amends, and provides for the accession by the Fifth Issuer and the Fifth Start-up Loan Provider to, the Funding deed of charge dated 26th July, 2001 (such Funding deed of charge, as amended and acceded to by the First Deed of Accession, the Second Deed of Accession, the Third Deed of Accession and the Fourth Accession being the "Funding Deed of Charge").

Schedule 2

Funding covenants with and undertakes to the Security Trustee as trustee for the Funding Secured Creditors that it will, subject to the provisions of the Funding Agreements:

- (a) duly and punctually pay and discharge all monies and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due and payable to the Security Trustee (whether for its own account or as trustee for the Funding Secured Creditors) or any of the other Funding Secured Creditors by Funding, whether actually or contingently, under the Funding Deed of Charge or any other of the Funding Agreements; and
- (b) observe, perform and satisfy all its other obligations and liabilities under the Funding Deed of Charge and/or any of the Funding Agreements.

(such obligations, together, being the "Funding Secured Obligations").

### Schedule 3

With full title guarantee in favour of the Security Trustee:

(A) Trust Property

Funding, by way of first fixed security, subject to certain releases, charged and assigned by way of security all of its right, title and interest in, to and under the Funding Share of the Trust Property including all rights to receive payment of any amounts which may become payable to Funding thereunder and all payments received by it thereunder 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 and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof.

(B) Contractual rights

Funding, by way of first fixed security, subject to certain releases, assigned by way of security all of its right, title, benefit and interest in, to and under the Funding Agreements (other than the Funding Deed of Charge) including all rights to receive payment of any amounts which may become payable to it thereunder and all payments received by it thereunder 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 and all rights of action in respect of any breach thereof and all rights to receive damages or obtain relief in respect thereof.

(C) Accounts

Funding, by way of first fixed security, subject to certain releases, charged by way of first fixed charge all of its rights, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of:

- (i) the Funding GIC Account;
- (ii) the Funding Transaction Account; and
- (iii) the Funding Liquidity Facility Stand-by Account,

and the debts represented by them together with all rights relating or attached thereto (including the right to interest).

(D) Authorised Investments

Funding, by way of first fixed security, subject to certain releases, charged by way of security all of its right, title and interest in, to and under any Authorised Investment purchased using monies standing to the credit of the Funding Bank

Accounts for the time being owned by it and all rights in respect of or ancillary to such Authorised Investments.

(E) Floating Charge

Funding, by way of security, subject to certain releases, charged by way of first floating charge the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, both present and future other than any property or assets from time to time or for the time being the subject of fixed charges pursuant to paragraphs (A) to (D) (inclusive) or otherwise effectively assigned by way of security.

NOTE:

The Funding Deed of Charge contains certain covenants restricting Funding's rights which include, without limitation, that it will not dispose of the whole or any part of the Funding Charged Property.

Definitions

<b>Accession Undertaking</b>	means a form of deed of accession to the Funding Deed of Charge substantially in the form set out in Schedule 2 to the Funding Deed of Charge;
<b>Account Bank</b>	means the bank at which the Mortgages Trustee GIC Account, the Funding GIC Account, and the Funding Transaction Account are maintained from time to time, being as at the Initial Closing Date, Abbey National situated at 21 Prescot Street, London, E1 8AD and thereafter such other Authorised Entity as Funding may choose with the prior written approval of the Security Trustee or as the Mortgages Trustee may choose with the prior written consent of the Beneficiaries;
<b>Accrued Interest</b>	means as at any date (the "determination date") on or after the date hereof and in relation to any Loan, interest on such Loan (not being interest which is currently payable on the determination date) which has accrued from and including the Monthly Payment Day immediately prior to the determination date to and including the determination date;
<b>Agent Bank</b>	means the Chase Manhattan Bank, London Branch
<b>Alternative Insurance Recommendations</b>	means the Seller's standard documents entitled "Alternative Insurance Requirements - New Business" and "Alternative Insurance Requirements - Existing Business" and any other document containing similar recommendations which is sent to Borrowers in accordance with the Seller's Policy;

<b>ANGI Policies</b>	means those of the Buildings Policies which are issued to Borrowers by the Seller on behalf of CGU Underwriting Limited (formerly known as Commercial Union Underwriting Limited) or such other entity as may from time to time be appointed to issue the Buildings Policies;
<b>ANPLC 1995 Mortgage Conditions</b>	means the mortgage conditions booklet reference 0062/July 95 PA2 and any subsequent amendment therefor acceptable to a reasonable, prudent mortgage lender;
<b>Arrears of Interest</b>	means, in respect of a given date, interest, principal (if applicable) and expenses which are due and payable on that date;
<b>Assignment Date</b>	means the date of assignment of any New Portfolio to the Mortgages Trustee in accordance with Clause 4 of the Mortgage Sale Agreement;
<b>Authorised Entity</b>	means (a) any entity the short term unsecured, unsubordinated and unguaranteed debt of which is rated at least A-1+ by S&P, P-1 by Moody's, and F-1+ by Fitch or (b) any other entity approved in writing by the Security Trustee and the Rating Agencies, in each case being an institution authorised to carry on banking business (including accepting deposits) under the Banking Act 1987;
<b>Authorised Investments</b>	means: <ul style="list-style-type: none"> <li>(i) Sterling gilt-edged securities; and</li> <li>(ii) Sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper) provided that in all cases such investments have a maturity date falling no later than the next Interest Payment Date and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or entity with which the demand or time deposits are made (being an authorised bank under the Banking Act 1987) are rated A-1+ by Standard &amp; Poor's, F-1+ by Fitch and P-1 by Moody's or their equivalents by three other internationally recognised rating agencies;</li> </ul>
<b>Bank Account Agreement</b>	means the agreement entered into on or about the Initial Closing Date between the Account Bank, the Mortgages Trustee, Funding and the Security Trustee which governs the operation of the Mortgages Trustee GIC Account, the Funding GIC Account and the Funding Transaction Account;

<b>Beneficiaries</b>	means both Funding and the Seller together, as beneficiaries of the Mortgages Trust;
<b>Borrower</b>	means, in relation to a Loan, the individual or individuals specified as such in the relevant Mortgage Terms together with the individual or individuals (if any) from time to time assuming an obligation to repay such Loan or any part of it;
<b>Buildings Policies</b>	means: <ul style="list-style-type: none"> <li>(a) all buildings insurance policies relating to freehold Properties which have been taken out in the name of the relevant Borrower (and, in the case of the ANGI Policies, the Seller) in accordance with the applicable Mortgage Terms or the; and</li> <li>(b) all landlord's buildings insurance policies relating to leasehold Properties;</li> </ul>
<b>Business Day</b>	means a day which is a London Business Day and a New York Business Day and a Target Business Day and also (in the case of the Series 2 Class A2 Fifth Issuer Notes) a Zurich Business Day;
<b>Capitalised Arrears</b>	means, in relation to a Loan at any date (the "determination date"), the amount (if any) at such date of any Arrears of Interest in respect of which, at the determination date, each of the following conditions have been satisfied: <ul style="list-style-type: none"> <li>(i) the Seller has, by arrangement with the relevant Borrower, agreed to capitalise such Arrears of Interest; and</li> <li>(ii) such Arrears of Interest have been capitalised and added, in the accounts of the Seller (or, if the determination date occurs after the Initial Closing Date, the Mortgages Trustee), to the principal amount outstanding in respect of such Loan;</li> </ul>
<b>Capped Rate Loans</b>	means those Loans that are subject to a maximum rate of interest and where the interest rate payable by the Borrower is the lesser of the SVR or as the case may be, the Tracker Rate and such specified maximum rate of interest;
<b>Cash Management Agreement</b>	means the cash management agreement entered into on or about the Initial Closing Date between the Cash Manager, the Mortgages Trustee, Funding, and the Security Trustee, as amended by the amendment agreement to Cash Management Agreement;



<b>Certificate of Title</b>	means a solicitor's or licensed conveyancer's report or certificate of title obtained by or on behalf of the Seller in respect of each Property substantially in the form of the pro-forma set out in the Standard Documentation;
<b>Closing Trust Property</b>	means the Initial Portfolio assigned by the Seller to the Mortgages Trustee on the Initial Closing Date;
<b>Corporate Services Agreement</b>	means the agreement dated on or about the Initial Closing Date and made between the Corporate Services Provider, Holdings, the First Issuer, Funding, the Mortgages Trustee, the Post-Enforcement Call Option Holder, Abbey National and the Security Trustee for the provision by the Corporate Services Provider of certain corporate services and personnel to the First Issuer, Funding, the Mortgages Trustee, Holdings and the Post-Enforcement Call Option Holder;
<b>Current Funding Share</b>	means the amount of Trust Property beneficially owned by Funding from time to time, as determined in accordance with Clause 6 of the Mortgages Trust Deed;
<b>Distribution Date</b>	means the eighth day of each month or, if not a London Business Day, the next succeeding London Business Day, or as the case may be, the date that Funding acquires a portion of the Current Seller Share of the Trust Property pursuant to Clause 4 of the Mortgages Trust Deed or as the case may be, the date that Funding pays moneys (excluding Deferred Consideration) to the Seller in consideration of the Seller assigning New Loans to the Mortgages Trustee pursuant to Clause 4 of the Mortgages Sale Agreement;
<b>Early Repayment Fee</b>	means any fee (other than a redemption fee) which a Borrower is required to pay in the event that the Borrower is in default or his or her Loan becomes repayable for any other mandatory reason or he or she repays all or any part of the relevant Loan before a specified date;
<b>First Start-up Loan</b>	means the start-up loan that the Start-up Loan Provider made available to Funding pursuant to the First Start-up Loan Agreement;
<b>First Start-up Loan Agreement</b>	means the agreement entered into on or about the Initial Closing Date between Funding, the Start-up Loan Provider and the Security Trustee relating to the provision of the First Start-up Loan to Funding;
<b>Fitch</b>	means Fitch Ratings Limited;
<b>Fixed Rate Loans</b>	means those Loans where the interest rate payable by the Borrower does not vary and is fixed for a certain period of time

by the Seller, together with the Capped Rate Loans no longer subject to their variable rates of interest but instead subject to interest at their specified Capped rates;

**Fifth Issuer Bank  
Account Agreement**

means the bank account agreement dated on or about the Fifth Issuer Closing Date between the Fifth Issuer, the Seller, the Fifth Issuer Cash Manager, the Fifth Issuer Account Banks and the Security Trustee;

**Fifth Issuer Cash  
Management  
Agreement**

means the cash management agreement dated on or about the Fifth Issuer Closing Date between the Fifth Issuer, the Fifth Issuer Cash Manager and the Security Trustee;

**Fifth Issuer Cash  
Manager**

means Abbey National acting pursuant to the Fifth Issuer Cash Management Agreement as agent for the Fifth Issuer and the Security Trustee, to manage all cash transactions and maintain certain ledgers on behalf of the Fifth Issuer;

**Fifth Issuer Corporate  
Services Agreement**

means the agreement dated on or about the Fifth Issuer Closing Date and made between the Corporate Services Provider, the Fifth Issuer, the Fifth Issuer Post Enforcement Call Option Holder and the Security Trustee for the provision by the Corporate Services Provider of certain corporate services and personnel to the Fifth Issuer and the Fifth Issuer Post-Enforcement Call Option Holding;

**Fifth Issuer Deed of  
Charge**

means the deed of charge dated on or about the Fifth Issuer Closing Date between the Fifth Issuer, the Fifth Issuer Cash Manager to Security Trustee, the Note Trustee, the Fifth Issuer Liquidity Facility Provider, the Agent Bank, the Principle Paying Agent, the Fifth Issuer Sterling Account Bank, the Fifth Issuer Non-Sterling Account Bank, the U.S. Paying Agent, the Swiss Principle Paying Agent, the Registrar, the Transfer Agent, the Fifth Issuer Corporate Services Provider and the Fifth Issuer Swap Providers;

**Fifth Issuer Liquidity  
Facility Provider**

means Barclays Bank PLC;

**Fifth Issuer Non-  
Sterling Account**

means the Fifth Issuer Dollar Account, the Fifth Issuer Euro Account and the Fifth Issuer Swiss Franc Account;

**Fifth Issuer Non-  
Sterling Account Bank**

means Citibank N.A. London Branch in its capacity as Lender of the Fifth Issuer Non-Sterling Account, situated at 336, Strand, London WC2R 1HB;

**Fifth Start-up Loan**

means the agreement entered into on 8th November, 2001 between Funding, the Fifth Start-up Loan Provider and the

<b>Agreement</b>	Security Trustee relating to the provision of the Fifth Start-up Loan to Funding;
<b>Fifth Start-up Loan Provider</b>	means Abbey National in its capacity as provider of the Fifth Start-up Loan;
<b>Fifth Issuer Sterling Account Bank</b>	means Abbey National plc in its capacity as holder of the Fifth Issuer Sterling Account, situation at 21 Prescott Street, London, E1 8AD;
<b>Fifth Issuer Swap Providers</b>	means Credit Suisse First Boston International and Citibank, N.A., London Branch;
<b>Fourth Issuer Intercompany Loan Agreement</b>	means the Fourth Issuer Intercompany Loan confirmation and the Intercompany Loan terms and conditions together entered into on or about 5th July, 2001 by the Fourth Issuer, Funding and the Security Trustee;
<b>Fourth Issuer Start-up Loan</b>	means the Start-up Loan that the Start-up Loan Provider shall make available to funding pursuant to the Fourth Start-up Loan Agreement;
<b>Fourth Start-up Loan Agreement</b>	means the agreement entered into on or about 5th July, 2001 between Funding, the Fourth Start-up Loan Provider, and the Security Trustee relating to the Provision of the Fourth Start-up Loan to Funding;
<b>Funding Agreements or Funding Transaction Documents</b>	means each of the Transaction Documents to which Funding is a party including the Servicing Agreement, the Mortgages Trust Deed, the Abbey Deed and Power of Attorney, the Funding Deed of Charge, the Funding Swap Agreement, the Corporate Services Agreement, the Funding Liquidity Facility Agreement, the First Issuer Intercompany Loan Agreement, the Second Issuer Intercompany Loan Agreement, the Third Issuer Intercompany Loan Agreement, the Fourth Issuer Intercompany Loan Agreement, the Fifth Issuer Intercompany Loan Agreement, the Cash Management Agreement, the Bank Account Agreement, the Funding Guaranteed Investment Contract, the First Start-up Loan Agreement, the Second Start-up Loan Agreement, the Third Start-up Loan Agreement, the Fourth Start-up Loan Agreement, the Fifth Start-up Loan Agreement, the Mortgage Sale Agreement, the Seller Power of Attorney, the Insurance Acknowledgements and all other agreements referred to therein or otherwise referred to as "Funding Agreements" in each Accession Undertaking entered into by, <i>inter alios</i> , Funding and the Security Trustee, from time to time;
<b>Funding Bank Accounts</b>	means the Funding GIC Account, the Funding Transaction Account, the Funding Liquidity Facility Standby Account and such other bank account(s) held in the name of Funding with the

approval of the Security Trustee from time to time;

**Funding Charged  
Property**

means the property charged by Funding pursuant to Clauses 3.1 to 3.5 (inclusive) of the Funding Deed of Charge;

**Funding GIC Account**

means the account in the name of Funding (, account number 00648620, sort code 090020 reference: Holmes Funding Limited 8259) held at the Account Bank and maintained subject to the terms of the Funding Guaranteed Investment Contract, the Bank Account Agreement and the Funding Deed of Charge or such additional or replacement account as may for the time being be in place with the prior consent of the Security Trustee;

**Funding GIC Provider**

means Abbey National acting pursuant to the Funding Guaranteed Investment Contract and or such other person for the time being acting as provider of a guaranteed investment contract to Funding;

**Funding Guaranteed  
Investment Contract**

means the guaranteed investment contract entered into on or about the Initial Closing Date between Funding, the Funding GIC Provider, the Cash Manager and the Security Trustee, in relation to interest to be earned on the Funding GIC Balance;

**Funding Liquidity  
Facility Agreement**

means the liquidity facility agreement dated the Initial Closing Date between Funding, the Funding Liquidity Facility Provider, the Cash Manager and the Security Trustee pursuant to which the Funding Liquidity Facility Provider will agree to provide Funding, from time to time during the Funding Liquidity Facility Commitment Period, with advances for the purposes specified therein, subject to and in accordance with the terms thereof, as amended by the Amendment Agreement to the Funding Liquidity Facility Agreement;

**Funding Liquidity  
Facility Commitment  
Period**

means, subject to Clause 2.3 of the Funding Liquidity Facility Agreement, the period from and including the Initial Closing Date up to and excluding the date falling 364 days after the Initial Closing Date or, if such date is not a Business Day, the preceding Business Day;

**Funding Liquidity  
Facility Provider**

means The Royal Bank of Scotland PLC, acting through its office at Waterhouse Square, 138-142 Holborn, London EC1N 2TH and/or such other bank or banks with at least the Requisite Ratings which agrees to provide a liquidity facility to Funding on substantially similar terms to the Funding Liquidity Facility Agreement;

**Funding Liquidity  
Facility Stand-by**

means an account to be opened in the name of Funding with the Funding Liquidity Facility Provider or, if the Funding Liquidity

<b>Account</b>	Facility Provider ceases to have the Requisite Ratings, the Funding Account Bank or, if the Funding Account Bank ceases to have the Requisite Ratings, a bank which has the Requisite Ratings;
<b>Funding Secured Creditors</b>	means the Security Trustee, the Funding Swap Provider, the Cash Manager, the Funding Liquidity Facility Provider, the Account Bank, the First Issuer, the Seller, the Corporate Services Provider, the First Start-up Loan Provider, the Second Issuer, the Second Start-up Loan Provider, the Third Issuer, the Third Start-up Loan Provider, the Fourth Issuer, the Fourth Start-up Loan Provider, the Fifth Issuer, the Fifth Start-up Loan Provider and such other creditors of Funding who accede to the Funding Deed of Charge from time to time pursuant to an Accession Undertaking (including, for the avoidance of doubt, any New Issuer);
<b>Funding Share</b>	means, prior to the first Distribution Date the Initial Funding Share and thereafter means the Current Funding Share;
<b>Funding Swap</b>	means the amended and restated swap documented on the Second Issuer Closing Date as amended on the Third Issuer Closing Date under the Funding Swap Agreement which enables Funding to hedge against the possible variance between the fixed rates of interest payable on the Fixed Rate Loans and a LIBOR based rate for three-month sterling deposits, the possible variance between the rates of interest payable on the Tracker Loans and a LIBOR based rate for three-month sterling deposits and the possible variance between the SVR payable on the Variable Rate Loans and a LIBOR based rate for three-month sterling deposits;
<b>Funding Swap Agreement</b>	means the ISDA Master Agreement and schedule relating to the Funding Swap amended and restated on or about the Second Issuer Closing Date and the confirmation documented thereunder entered into on or about the Second Issuer Closing Date, as amended by the Deed of Amendment each between Funding, the Funding Swap Provider and the Security Trustee;
<b>Funding Transaction Account</b>	means the account in the name of Funding (account number 00648620, sort code 090020, reference: 8258) held with the Account Bank and maintained subject to the terms of the Bank Account Agreement and the Funding Deed of Charge or such other account as may for the time being be in place with the prior consent of the Security Trustee and designated as such;
<b>Future Trust Property</b>	means any or all New Portfolios (including for the avoidance of doubt the New Portfolio to be assigned to the Mortgages Trustee on or about the Fifth Issuer Closing Date);
<b>Initial Closing Date</b>	means 26th July, 2000;

<b>Initial Portfolio</b>	means the Provisional Portfolio other than any Loan and the Related Security which has been redeemed in full on or before the Initial Closing Date;
<b>Initial Trust Property</b>	means the sum of £100 (one hundred pounds) that SPV Management Limited settled on trust to be held on trust absolutely as to both capital and income by the Mortgages Trustee for the benefit of the Seller and Funding pursuant to Clause 2.1 of the Mortgages Trust Deed;
<b>Intercompany Loan Terms and Conditions</b>	means the standard terms and conditions incorporated into each Issuer Intercompany Loan Agreement, signed for the purposes of identification on the Initial Closing Date by the Security Trustee, the Agent Bank and Funding as amended by the Amendment Agreement to Intercompany Loan Terms and Conditions and the Second Amendment Agreement to Intercompany Loan Terms and Conditions;
<b>London Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are generally open for business in London;
<b>Moody's</b>	means Moody's Investors Services Limited and includes any successor to its rating business;
<b>Mortgage</b>	means a first ranking legal charge over a residential property in England or Wales and a reference to a Mortgage shall include the Mortgage Conditions;
<b>Mortgage Sale Agreement</b>	means the mortgage sale agreement entered into on 26th July, 2000 and made between the Seller, Funding, the Mortgages Trustee and the Security Trustee in relation to the assignment of the Initial Portfolio and any New Portfolios to the Mortgages Trustee as amended by the Amendment Agreement Mortgage Sale Agreement and as amended and restated on or about the Third Issuer Closing Date, the Fourth Issuer Closing Date, the Fifth Issuer Closing Date and as further amended and/or restated from time to time;
<b>Mortgage Terms</b>	means all the terms and conditions applicable to a Loan, including without limitation the applicable Mortgage Conditions and Offer Conditions;
<b>Mortgages Trust</b>	means the trust of the Trust Property as to both capital and income, including the Initial Trust Property, held by the Mortgages Trustee on trust absolutely for Funding (as to the Funding Share) and the Seller (as to the Seller Share) pursuant to the Mortgages Trust Deed;

<b>Mortgages Trust Deed</b>	means the mortgages trust deed made by the Mortgages Trustee, Funding and the Seller on 25th July, 2000, as amended by the Deed of Amendment to Mortgages Trust Deed and the Second Deed of Amendment to Mortgages Trust Deed and as amended and restated on or about the Fourth Issuer Closing Date and as further amended and/or restated from time to time;
<b>Mortgages Trustee</b>	means Holmes Trustees Limited;
<b>Mortgages Trustee GIC Account</b>	means the account in the name of the Mortgages Trustee (account number 00648620, sort code 090020, reference: 8253) maintained with the Account Bank pursuant to the Bank Account Agreement and the Mortgages Trustee GIC Account Agreement, or such additional or replacement bank account of the Mortgages Trustee as may for the time being be in place which is subject to a Guaranteed Investment Contract;
<b>New Issuer</b>	means a new wholly owned subsidiary of Holdings, which is established to issue New Notes and to make a New Intercompany Loan to Funding;
<b>New Loans</b>	means Loans, other than the Initial Loans, which the Seller may assign, to the Mortgages Trustee after the Initial Closing Date pursuant to the Mortgage Sale Agreement;
<b>New Notes</b>	means the notes issued and/or to be issued by the New Issuers to investors;
<b>New Portfolio</b>	<p>means in each case the portfolio of Loans and their Related Security (other than any Loans and their Related Security which have been redeemed in full prior to the Assignment Date or which do not otherwise comply with the terms of the Mortgage Sale Agreement as at the Assignment Date), particulars of which are set out in the relevant New Portfolio Notice, and all right, title, interest and benefit of the Seller in and to:</p> <p>(A) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, Arrears of Interest, capitalised expenses and Capitalised Arrears) and other sums due or to become due in respect of the Loans comprised in the relevant portfolio of New Loans and their Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all covenants made or expressed to be made in favour of the Seller under the applicable Mortgage Terms but excluding all sums due or to become due in respect of any Early Repayment Fee;</p> <p>(B) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, Deeds of</p>

Postponement or any collateral security for the repayment of the relevant New Loans secured by the relevant New Mortgages;

(C) the right to exercise all the powers of the Seller in relation thereto subject to and in accordance with the relevant Mortgage Terms but so that, in the case of any Mortgages related to the New Loans which are subject to the ANPLC 1995 Mortgage Conditions (or any replacement therefor which would be acceptable to a reasonable, prudent mortgage lender), the Mortgages Trustee shall not, save as set out in the Servicing Agreement, be entitled to exercise the entitlement set out in Condition 29.2 thereof (or its equivalent) (but without prejudice to any other rights under the ANPLC 1995 Mortgage Conditions);

(D) all the estate and interest in the relevant Properties vested in the Seller;

(E) each relevant Certificate of Title and Valuation Report and any right of action of the Seller against any solicitor, valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any relevant New Loan and its Related Security, or any part thereof or affecting the decision of the Seller to make or offer to make the relevant New Loan or part thereof;

(F) the proceeds of all claims made by or on behalf of the Seller or to which the Seller is entitled under the Buildings Policies and the Properties in Possession Policy; and

(G) the MIG Policies, so far as they relate to the New Loans comprised in the relevant portfolio of Loans and their Related Security, including the right to receive the proceeds of any claims (but not to the extent that any such proceeds relate to any Early Repayment Fee);

<b>New Portfolio Notice</b>	means a notice in the form set out in Schedule 12 to the Mortgage Sale Agreement served in accordance with the terms of the Mortgage Sale Agreement;
<b>New York Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are generally open for business in the city of New York;
<b>Note Trustee</b>	means the Chase Manhattan Bank, London Branch;
<b>Offer Conditions</b>	means the terms and conditions applicable to a specified Loan as set out in the relevant offer letter to the Borrower;
<b>Paying Agents</b>	means the Chase Manhattan Bank, London Branch and the Chase Manhattan Bank, New York Branch;



<b>Portfolio</b>	means the Initial Portfolio and any New Portfolio (other than any Loan and its Related Security which has been redeemed in full or repurchased by the Seller pursuant to Clause 8 of the Mortgage Sale Agreement);
<b>Principle Paying Agents</b>	means the Chase Manhattan Bank, London Branch;
<b>Property</b>	means a freehold or leasehold property which is subject to a Mortgage;
<b>Property in Possession Policy</b>	means the properties in possession policy number 23-94-000004 issued by Baker Street Risk and Insurance (Guernsey) Limited of 10 Lefebre Street, St. Peter Port, Guernsey GY1 2PE on 18th December, 1995 in favour of the Seller and any endorsements or extensions thereto as issued from time to time, or any such similar alternative or replacement policy or policies as may in future be issued in favour of the Seller;
<b>Rating Agencies</b>	means Standard and Poor's Rating Services, Moody's Investors Service Limited and Fitch Ratings Limited;
<b>Registrar</b>	means Chase Manhattan Bank Luxembourg S.A.;
<b>Related Security</b>	means, in relation to a Loan, the security for the repayment of that Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Portfolio assigned to the Mortgage Trustee pursuant to clause 2.1 or clause 4.1 of the Mortgage Sale Agreement (but excluding, for the avoidance of doubt, the Property in Possession Policy in respect of which the Mortgages Trustee, Funding and the Security Trustee have received the Insurance Acknowledgement);
<b>Second Issuer Intercompany Loan Agreement</b>	means the Second Issuer Intercompany Loan Confirmation and the Intercompany Loan Terms and Conditions (as amended) together entered into on or about 29th November, 2000 by the Second Issuer, Funding and the Security Trustee;
<b>Second Issuer Intercompany Loan Confirmation</b>	means the loan confirmation in respect of the Second Issuer Intercompany Loan Agreement dated on or about 29th November, 2000 and made between Funding, the Second Issuer and the Security Trustee;
<b>Second Start-up Loan</b>	means the start-up loan that the Start-up Loan Provider made available to Funding pursuant to the Second Start-up Loan Agreement;
<b>Second Start-up Loan Agreement</b>	means the agreement entered into on or about the Second Issuer Closing Date between Funding, the Second Start-up Loan Provider and the Security Trustee relating to the provision of the

	Second Start-up Loan to Funding;
<b>Security Trustee</b>	means the Chase Manhattan Bank, London Branch;
<b>Servicing Agreement</b>	means the amended and restated agreement entered into on or about the Third Closing Date, between the Servicer, the Mortgages Trustee, the Security Trustee, Funding and the Seller pursuant to which the Servicer agrees to administer the Loans and their Related Security comprised in the Portfolio;
<b>Standard &amp; Poor's</b>	means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and includes any successor to its rating business;
<b>SVR</b>	means a standard variable rate of interest charged on Variable Rate Loans in, or to be included in, the portfolio (other than the Tracker Loans), such interest to be payable monthly;
<b>Swiss Paying Agents</b>	means Credit Suisse First Boston;
<b>Swiss Principle Paying Agents</b>	means Credit Suisse First Boston;
<b>TARGET Business Day</b>	means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET) System is open;
<b>Third Issuer Intercompany Loan Agreement</b>	means the Third Issuer Intercompany Loan Confirmation and the Intercompany Loan Terms and Conditions (as amended) together entered into on 23rd March, 2001 by the Third Issuer, Funding and the Security Trustee;
<b>Third Issuer Intercompany Loan Confirmation</b>	means the loan confirmation in respect of the Third Issuer Intercompany Loan Agreement dated on 23rd March, 2001 and made between Funding, the Third Issuer and the Security Trustee;
<b>Third Start-up Loan</b>	means the start-up loan that the Third Start-up Loan Provider made available to Funding pursuant to the Third Start-up Loan Agreement;
<b>Third Start-up Loan Agreement</b>	means the agreement entered into on or about the Third Issuer Closing Date between Funding, the Third Start-up Loan Provider and the Security Trustee relating to the provision of the Third Start-up Loan to Funding;
<b>Tracker Loan</b>	means a loan where interest is linked to a variable interest rate other than the SVR. For example, the rate on a Tracker Loan may be set at a margin above sterling LIBOR or above rates set by the

Bank of England;

**Transfer Agent**

means the Chase Manhattan Bank Luxembourg S.A.;

**Trust Property**

means the Initial Trust Property, the Closing Trust Property and any Future Trust Property (together with the proceeds of sale of any of them) but excludes any Loans that have been repaid or which have been repurchased by the Seller pursuant to the Mortgage Sale Agreement or other actual adjustments and, for the avoidance of doubt, not deemed adjustments to the Trust Property as set out in the Mortgages Trust Deed;

**U.S. Paying Agent**

means the Chase Manhattan Bank, New York Branch;

**Valuation Report**

means the valuation report or reports for mortgage purposes, in the form of the pro-forma contained in the Standard Documentation, obtained by the Seller from a Valuer in respect of each Property or a valuation report in respect of a valuation made using a methodology which would be acceptable to a reasonable prudent mortgage lender and which has been approved by the Director of Group Property and Survey of the Seller (or his successor);

**Valuer**

means an Associate or Fellow of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers who was at the relevant times either a member of a firm which was on the list of Valuers approved by or on behalf of the Seller from time to time or an Associate or Fellow of the Royal Institute of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers employed in-house by the Seller acting for the Seller in respect of the valuation of a Property; and

**Variable Rate Loans**

means those Loans which are subject to a rate of interest which may at any time be varied in accordance with the relevant Mortgage Terms (and shall, for the avoidance of doubt, exclude Fixed Rate Loans and Tracker Loans).

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03982428

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FOURTH DEED OF ACCESSION TO THE FUNDING DEED OF CHARGE (BETWEEN VARIOUS COMPANIES-AS DEFINED) DATED THE 8th NOVEMBER 2001 AND CREATED BY HOLMES FUNDING LIMITED FOR SECURING ALL MONIES AND LIABILITIES WHATSOEVER DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHASE MANHATTAN BANK (FOR ITSELF AND ON BEHALF OF THE OTHER FUNDING SECURED CREDITORS) OR ANY OF THE OTHER FUNDING SECURED CREDITORS BY FUNDING UNDER THE FUNDING DEED OF CHARGE OR ANY OTHER OF THE FUNDING AGREEMENTS (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th NOVEMBER 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC  
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