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CHWP000

COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

Please do not
write in
this margin

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

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

1		
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4992222

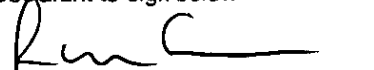
Name of company

* insert full name
of company

* Holmes Financing (No. 8) Plc (the "Eighth Issuer")

† delete as
appropriateI, RUTH SAMSONof 6 Broad Street Place, London EC2M 7JH[a director] ~~the secretary~~ ~~the administrator~~ ~~the administrative receiver~~† of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in ~~[full]~~ ~~[part]~~# insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etcDate and description of charge # Please see attached Schedule 1Date of registration at 21 April 2004§ the date of
registration may be
confirmed from the
certificateName and address of ~~chargee~~ ~~trustee for the debenture holders~~† The Bank of New York Mellon,
London Branch, One Canada Square, London, E14 5ALShort particulars of property charged § Please see attached Schedule 2 and Schedule 3§ insert brief details
of propertyAnd 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 Debevoise & Plimpton LLP,
London, United Kingdom

Declarant to sign below



Day Month Year

on

2	3	0	7	2	0	0	9
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before me Jason Wilkinson JASON WILKINSONA Commissioner for Oaths or Notary Public or Justice of
the Peace or a Solicitor having the powers conferred on a
Commissioner for Oaths.Presenter's name address and
reference (if any) :For official Use (02/06)
Mortgage Section

FRIDAY



LD4

"L37DVB7"

24/07/2009

COMPANIES HOUSE

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SCHEDULE 1

Deed of charge dated 1st April 2004 ("**Eighth Issuer Deed of Charge**") between the Eighth Issuer (1), The Bank of New York (the "**Eighth Issuer Security Trustee**") (2), The Bank of New York (the "**Note Trustee**") (3), JPMorgan Chase Bank, London Branch (formerly known as The Chase Manhattan Bank, London Branch) (the "**Agent Bank**") (4), JPMorgan Chase Bank, London Branch (formerly known as The Chase Manhattan Bank, London Branch) (the "**Principal Paying Agent**") (5), Abbey National plc (the "**Eighth Issuer Cash Manager**") (6), Abbey National plc (the "**Eighth Issuer Sterling Account Bank**") (7), Citibank N.A., London Branch (the "**Eighth Issuer Non-Sterling Account Bank**") (8), JPMorgan Chase Bank, New York Branch (the "**US Paying Agent**") (9), J.P. Morgan Bank Luxembourg S.A. (the "**Registrar**") (10), J.P. Morgan Bank Luxembourg S.A. (the "**Transfer Agent**") (11), UBS AG, London Branch (the "**Series 1 Class A Dollar Currency Swap Provider**", "**Series 1 Class B Dollar Currency Swap Provider**" and "**Series 1 Class C Dollar Currency Swap Provider**"), (12), Citibank N.A., London Branch (the "**Series 2 Class A Dollar Currency Swap Provider**", the "**Series 2 Class B Dollar Currency Swap Provider**" and the "**Series 2 Class C Dollar Currency Provider**") (13), Credit Suisse First Boston International (the "**Series 4 Class A2 Dollar Currency Swap Provider**") (14), Barclays Bank PLC (the "**Series 3 Class A Euro Currency Swap Provider**", the "**Series 3 Class B Euro Currency Swap Provider**" and the "**Series 3 Class C Euro Currency Swap Provider**") (15) and SPV Management Limited (the "**Corporate Services Provider**").

SCHEDULE 2

The amount secured by the mortgage or charge is the payment or discharge of the Eighth Issuer Secured Obligations.

"Eighth Issuer Secured Obligations" means any and all of the moneys and liabilities which the Eighth Issuer covenants to pay or discharge under clause 2 of the Eighth Issuer Deed of Charge and all other amounts owed by it to the Eighth Issuer Secured Creditors under and pursuant to the Transaction Documents.

For the purposes of the definition of the Eighth Issuer Secured Obligations, clause 2 of the Eighth Issuer Deed of Charge provides as follows:

The Eighth Issuer covenants with and undertakes to the Eighth Issuer Security Trustee for itself and on trust for the Eighth Issuer Secured Creditors that it will, subject to the provisions of the Transaction Documents to which the Eighth Issuer is a party:

- (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 Eighth Issuer Security Trustee (whether for its own account or as trustee for the Eighth Issuer Secured Creditors) or any of the other Eighth Issuer Secured Creditors by the Eighth Issuer whether actually or contingently, under the Eighth Issuer Deed of Charge or any other Eighth Issuer Transaction Document; and
- (b) observe, perform and satisfy all its other obligations and liabilities under the Eighth Issuer Deed of Charge and/or any other Eighth Issuer Transaction Document.

"Eighth Issuer Secured Creditors", **"Transaction Documents"** and **"Eighth Issuer Transaction Document"** are defined in Schedule 3 below.

SCHEDULE 3

With full title guarantee in favour of the Eighth Issuer Security Trustee:

(A) Contractual rights

The Eighth Issuer, by way of first fixed security for the payment or discharge of the Eighth Issuer Secured Obligations, subject to certain releases, charges, conveys, transfers and assigns by way of security all of its right, title, interest and benefit, present and future, in, to and under the Eighth Issuer Transaction Documents including, without limitation, all rights to receive payment of any amounts which may become payable to the Eighth Issuer thereunder and all payments received by the Eighth Issuer 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 other relief in respect thereof.

(B) Eighth Issuer Accounts

The Eighth Issuer, by way of first fixed security for the payment or discharge of the Eighth Issuer Secured Obligations, subject to certain releases, charges and assigns by way of first fixed charge all its right, title, interest and benefit, present and future, in and to all moneys now or at any time hereafter standing to the credit of:

- (i) the Eighth Issuer Transaction Accounts, together with all interest accruing from time to time thereon and the debt represented thereby; and
- (ii) the Eighth Issuer Collateral Ledger and the debt represented thereby, but excluding any and all interest accruing from time to time thereon.

(C) Authorised Investments

The Eighth Issuer, by way of first fixed security for the payment or discharge of the Eighth Issuer Secured Obligations, subject to certain releases, charges by way of first fixed charge all its right, title, interest and benefit, present and future, in and to such Authorised Investments to be made from time to time by or on behalf of the Eighth Issuer using moneys standing to the credit of the Eighth Issuer Transaction Accounts and all moneys, income and proceeds payable thereunder or accrued thereon and the benefit of all covenants relating thereto and all rights and remedies for enforcing the same.

(D) Floating Charge

The Eighth Issuer, by way of security for the payment or discharge of the Eighth Issuer Secured Obligations, subject to certain releases, hereby charges by way of first floating charge the whole of its undertaking and all its property and assets whatsoever and wheresoever, present and future, including without limitation its uncalled capital, other

than any property or assets from time to time or for the time being by paragraphs (A) to (C) (inclusive) effectively charged by way of fixed charge or otherwise effectively assigned as security (but excepting from the foregoing exclusion the undertaking, property and assets of the Eighth Issuer situated in or governed by the law of Scotland, all of which are charged by way of a first floating charge).

"Eighth Issuer Transaction Accounts", "Eighth Issuer Collateral Ledger" and "Authorised Investments" are defined below.

NOTE:

The Eighth Issuer Deed of Charge contains certain covenants restricting the Eighth Issuer's rights (save to the extent permitted or provided for in the Transaction Documents or with the prior written consent of the Eighth Issuer Security Trustee) which include, without limitation, that:

- (i) it will not create or permit to subsist any mortgage, pledge, lien, charge or other security interest whatsoever (unless arising by operation of law) upon the whole or any part of its assets (including any uncalled capital) or its undertaking, present or future;
- (ii) it will not transfer, sell, lend, part with or otherwise dispose of, or deal with, or grant any option or present or future right to acquire any of its assets or undertaking or any interest, estate, right, title or benefit therein or thereto or agree or attempts or purport to do so; and
- (iii) it shall not permit any person other than the Eighth Issuer and the Eighth Issuer Security Trustee to have any equitable interest in any of its assets or undertakings or any interest, estate, right, title or benefit therein.

Definitions

Abbey or Abbey National	means Abbey National plc (registered number 2294747), a public company incorporated under the laws of England and Wales, whose registered office is at Abbey National House, 2 Triton Square, Regent's Place, London NW1 3AN;
Abbey Deed and Power of Attorney	means the deed and power of attorney made by Abbey in favour of Funding and its successors and assigns on the Initial Closing Date pursuant to the Mortgages Trust Deed;
Account Bank	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 Prescott 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;

Amended and Restated Master Definitions and Construction Schedule

has the same meaning as the definitions of **Master Definitions Schedule** and **Master Definitions and Construction Schedule**;

Amended and Restated Servicing Agreement

means the amended and restated servicing agreement entered into on or about the Sixth Issuer Closing Date, between the Servicer, the Mortgages Trustee, the Security Trustee, Funding and the Seller pursuant to which the Servicer agrees to administer the residential mortgage loans and their related security in the portfolio;

Amendment Agreement to Cash Management Agreement

means the amendment agreement so named dated the Second Issuer Closing Date;

Amendment Agreement to Mortgage Sale Agreement

means the amendment agreement so named dated the Second Issuer Closing Date;

Amendment Agreement to the Funding Liquidity Facility Agreement

means the amendment agreement so named dated the Second Issuer Closing Date;

Authorised Entity

means (a) any entity the short term unsecured and unguaranteed and unsecured debt of which is rated at least A-1+ by Standard & Poor's, P-1 by Moody's, and F1+ by Fitch or (b) any other entity approved in writing by the Security Trustee and the Rating Agencies, in each case being an institution with a Part IV permission that includes accepting deposits under the Financial Services and Markets Act 2000;

Authorised Investments

means:

- (i) Sterling gilt-edged securities; and
- (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 following Interest Payment Date and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being an authorised person under the Financial Services and Markets Act 2000 with a Part IV permission (within the meaning of that Act) that includes accepting deposits) are rated at least A-1+ by Standard & Poor's, F1+ by Fitch and P-1 by Moody's or their

equivalents by three other internationally recognised rating agencies; and

- (iii) in the case of any collateral provided by the relevant issuer swap provider in relation to each Issuer and/or the Funding Swap Provider under the relevant issuer swap agreement in relation to each Issuer and/or the Funding Swap Agreement, such demand on time deposit in such currency as are approved by the Rating Agencies.

Bank Account Agreement	means the agreement entered into on 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;
Beneficiaries	means both Funding and the Seller together, as beneficiaries of the trust property held by the Mortgages Trustee, on trust for Funding and the Seller pursuant to the Mortgages Trust Deed;
Business Day	means a day which is a London Business Day and a New York Business Day and a TARGET Business Day;
Cash Management Agreement	means the cash management agreement entered into on the Initial Closing Date between the Cash Manager, the Mortgages Trustee, Funding, and the Security Trustee, as amended by the Amendment Agreement to the Cash Management Agreement, the Second Amendment Agreement to the Cash Management Agreement and the Third Amendment Agreement to the Cash Management Agreement;
Cash Manager	means Abbey acting, pursuant to the Cash Management Agreement, as agent for the Mortgages Trustee, Funding, and the Security Trustee <i>inter alia</i> to manage all cash transactions and maintain certain ledgers on behalf of the Mortgages Trustee and Funding;
Closing Trust Property	<p>means the portfolio of Loans and their Related Security (including without limitation all Scottish Trust Property), held by the Mortgages Trustee on or about the Closing Date other than:</p> <ul style="list-style-type: none"> (a) any loans and their Related Security which have been redeemed in full or repurchased; and (b) any Loans and their Related Security which do not otherwise comply with the terms of the Mortgage Sale

Agreement as at the Assignment Date;

Corporate Services Agreement	means the agreement dated on 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 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;
Currency Swap Provider	means the relevant swap provider in relation to each of the Dollar Currency Swaps or Euro Currency Swaps as the case may be, and "Currency Swap Providers" means all of them;
Current Funding Share Percentage	means the amount of Trust Property, beneficially owned by the Seller from time to time, as determined in accordance with Clause 8 of the Mortgages Trust Deed;
Distribution Date	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 pursuant to Clause 4 of the Mortgage Sale Agreement;
Dollar Currency Swap Agreements	means the Series 1 Dollar Currency Swap Agreements, the Series 2 Dollar Currency Swap Agreements and the Series 4 Class A2 Dollar Currency Swap Agreement;
Dollar Currency Swaps	means the sterling-dollar currency swaps made under the Dollar Currency Swap Agreements;
Eighth Issuer	means Holmes Financing (No. 8) PLC
Eighth Issuer Account Banks	means the Eighth Issuer Sterling Account Bank, the Eighth Issuer Non-Sterling Account Bank and the Issuer Collateral Account Bank;
Eighth Issuer Bank Account Agreement	means the bank account agreement dated on or about the Eighth Issuer Closing Date between the Eighth Issuer, the Seller, the Eighth Issuer Cash Manager, the Eighth Issuer Account Banks and the Eighth Issuer Security Trustee;

Eighth Issuer Cash Management Agreement	means the cash management agreement dated on or about the Eighth Issuer Closing Date between the Eighth Issuer, the Eighth Issuer Cash Manager and the Eighth Issuer Security Trustee;
Eighth Issuer Closing Date	means 1 st April, 2004;
Eighth Issuer Collateral Ledger	means the ledger of the Issuer Collateral Account in the name of the Eighth Issuer;
Eighth Issuer Corporate Services Agreement	means the agreement dated on or about the Eighth Issuer Closing Date and made between, inter alia, the Corporate Services Provider, the Eighth Issuer and the Eighth Issuer Security Trustee for the provision by the Corporate Services Provider of certain corporate services and personnel, inter alia, to the Eighth Issuer and the Eighth Issuer Post Enforcement Call Option Holder;
Eighth Issuer Dollar Account	means the dollar account in the name of the Eighth Issuer with the Eighth Issuer Non-Sterling Account Bank (Citibank, N.A., New York, ABA 021000089, Swift Code CITIUS33, account of Citibank, N.A., London Branch Swift Code CITIGB2L, sort code 18-50-04, account number 0010143723, sort code 18-50-04, IBAN No. GB04 CITI 1850 0810 143723);
Eighth Issuer Euro Account	means the euro account in the name of the Eighth Issuer with the Eighth Issuer Non-Sterling Account Bank (Citibank, N.A., Swift Code CITIGB2L, account number 0010143715, sort code 18-50-04, IBAN No. GB26 CITI 1850 0810 143715);
Eighth Issuer Intercompany Loan Agreement	means the Eighth Issuer Intercompany Loan Confirmation and the Intercompany Loan Terms and Conditions together entered into on or about the Eighth Issuer Closing Date by the Eighth Issuer, Funding, the Security Trustee and the Agent Bank;
Eighth Issuer Intercompany Loan Confirmation	means the loan confirmation in respect of the Eighth Issuer Intercompany Loan Agreement entered into on or about the Eighth Issuer Closing Date and made between Funding, the Eighth Issuer and the Security Trustee;
Eighth Issuer Noteholders	means the holders (from time to time) of the notes issued by the Eighth Issuer;
Eighth Issuer Paying Agent and Agent Bank Agreement	means the paying agent and agent bank agreement entered into on or about the Eighth Issuer Closing Date between the Eighth Issuer, the Principal Paying Agent, the Agent Bank, the US Paying Agent, the Registrar, the Transfer Agent and the Eighth Issuer Security Trustee in respect of the notes

issued by the Eighth Issuer;

Eighth Issuer Post-Enforcement Call Option Agreement

means the post-enforcement call option agreement entered into on or about the Eighth Issuer Closing Date between the Eighth Issuer, the Post-Enforcement Call Option Holder and the Eighth Issuer Security Trustee;

Eighth Issuer Secured Creditors

means those parties to the Eighth Issuer Deed of Charge who have the benefit of the Eighth Issuer Security including the Eighth Issuer Security Trustee, the Currency Swap Providers, the Note Trustee (for itself and on behalf of the Eighth Issuer Noteholders), the Eighth Issuer Account Banks, the Paying Agents, the Registrar, the Transfer Agent, the Agent Bank, the Corporate Services Provider and the Eighth Issuer Cash Manager;

Eighth Issuer Secured Obligations

means any and all of the moneys and liabilities which the Eighth Issuer covenants to pay or discharge under Clause 2 of the Eighth Issuer Deed of Charge and all other amounts owed by it to the Eighth Issuer Secured Creditors under and pursuant to the Transaction Documents (as set out in Schedule 2 to this Form 395);

Eighth Issuer Security

means the security granted by the Eighth Issuer under the Eighth Issuer Deed of Charge;

Eighth Issuer Sterling Account

means the sterling account in the name of the Eighth Issuer with the Eighth Issuer Sterling Account Bank (account number 00008236), Holmes Financing (No. 8) PLC, sort code 09-02-40);

Eighth Issuer Transaction Accounts

means the Eighth Issuer Sterling Account, the Eighth Issuer Dollar Account, the Eighth Issuer Euro Account (or such other accounts at such other banks as may become a Eighth Issuer Transaction Accounts in accordance with the Transaction Documents);

Eighth Issuer Transaction Documents

means those Transaction Documents to which the Eighth Issuer is a party, including the Eighth Issuer Intercompany Loan Agreement, the Eighth Issuer Trust Deed, the Eighth Issuer Deed of Charge, the Eighth Issuer Paying Agent and Agent Bank Agreement, the Eighth Issuer Cash Management Agreement, the Dollar Currency Swap Agreements, the Euro Currency Swap Agreements, the Eighth Issuer Bank Account Agreement, the Eighth Issuer Post-Enforcement Call Option Agreement, the Eighth Issuer Corporate Services Agreement and the Funding Deed of Charge;

Eighth Issuer Trust Deed

means the trust deed entered into on the Eighth Issuer Closing Date between the Eighth Issuer and the Note Trustee

constituting the notes issued by the Eighth Issuer;

Eighth Start-up Loan	means the start-up loan that the Eighth Start-up Loan Provider made available to Funding pursuant to the Eighth Start-up Loan Agreement;
Eighth Start-up Loan Agreement	means the agreement entered into on or about the Eighth Issuer Closing Date between Funding, the Eighth Start-up Loan Provider and the Security Trustee relating to the provision of the Eighth Start-up Loan to Funding.
Eighth Start-up Loan Provider	means Abbey, in its capacity as provider of the Eighth Start-up Loan;
Euro Currency Swap Agreements	means the Series 3 Class A Euro Currency Swap Agreement, the Series 3 Class B Euro Currency Swap Agreement and the Series 3 Class C Euro Currency Swap Agreement;
Euro Currency Swaps	means the sterling-euro currency swaps made under the Euro Currency Swap Agreements;
Fifth Issuer	means Holmes Financing (No. 5) PLC;
Fifth Issuer Closing Date	means 8th November, 2001;
Fifth Start-up Loan	means the start-up loan that the Fifth Start-up Loan Provider made available to Funding pursuant to the Fifth Start-up Loan Agreement;
Fifth Start-up Loan Agreement	means the agreement entered into on or about the Fifth Issuer Closing Date between Funding, the Fifth Start-up Loan Provider and the Security Trustee relating to the provision of the Fifth Start-up Loan to funding;
Fifth Start-up Loan Provider	means Abbey, in its capacity as provider of the Fifth Start-up Loan;
First Issuer	means Holmes Financing (No.1) PLC;
First Start-up Loan	means the start-up loan that the Start-up Loan Provider made available pursuant to the First Start-up Loan Agreement;
First Start-up Loan Agreement	means the agreement entered into on or about the Initial Closing Date between Funding, the First Start-up Loan Provider and the Security Trustee relating to the provision of the First Start-up Loan to Funding;
First Start-up Loan Provider	means the Start-up Loan Provider in its capacity as provider of the First Start-up Loan;

Fitch	means Fitch Ratings Limited;
Flexible Loan Drawings	
Fourth Issuer	means Holmes Financing (No. 4) PLC;
Fourth Issuer Closing Date	means 5th July, 2001;
Fourth Start-up Loan	means the start-up loan that the Fourth Start-up Loan Provider made available to Funding pursuant to the Fourth Start-up Loan Agreement;
Fourth Start-up Loan Agreement	means the agreement entered into on or about the Fourth Issuer Closing Date between Funding, the Fourth Start-up Loan Provider and the Security Trustee relating to the provision of the Fourth Start-up Loan to Funding;
Fourth Start-up Loan Provider	means Abbey in its capacity as provider of the Fourth Start-up Loan;
Funding	means Holmes Funding Limited;
Funding Deed of Charge	means the deed of charge entered into on the Initial Closing Date between Funding, the First Issuer, the Corporate Services Provider, the Account Bank, the Funding GIC Provider, the Security Trustee, the Seller, the Start-up Loan Provider, the Cash Manager, the Funding Swap Provider and the Funding Liquidity Facility Provider, as supplemented and amended on the Second Issuer Closing Date, the Third Issuer Closing Date, the Fourth Issuer Closing Date and the Fifth Issuer Closing Date, as amended and restated on the Sixth Issuer Closing Date, as further supplemented and amended on the Seventh Issuer Closing Date and on the Eighth Issuer Closing Date and as the same may be further supplemented, amended and/or restated from time to time
Funding GIC Account	means the account in the name of Funding (account number 00008259, sort code 09-02-40, reference: Holmes Funding Limited) 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 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 balance on the Funding GIC Account;

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 agreed to provide Funding 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 and the Second Amendment Agreement to the Funding Liquidity Facility Agreement;

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 which agree to provide a liquidity facility to Funding on substantially similar terms to the Funding Liquidity Facility Agreement;

Funding Power of Attorney

means the power of attorney granted by Funding in favour of the Security Trustees on the Initial Closing Date;

Funding Share

means, prior to the first Distribution Date, the Initial Funding Share Percentage and thereafter means the Current Funding Share Percentage;

Funding Swap

means the amended and restated swap documented on the Second Issuer Closing Date and amended on the Third Issuer Closing Date and on the Eighth Issuer Closing Date which enables Funding to hedge against the possible variance between the fixed rates of interest payable on the fixed rate mortgage loans in the portfolio and a LIBOR based rate for three-month sterling deposits, the possible variance between the rates of interest payable on the tracker mortgage loans in the portfolio and a LIBOR based rate for three-month sterling deposits and the possible variance between the "SVR" payable on the variable rate mortgage loans and a LIBOR based rate for three-month sterling deposits;

Funding Swap Agreement

means the ISDA Master Agreement and schedule relating to the Funding Swap as amended and restated on or about the Second Issuer Closing Date and amended on the Seventh Issuer Closing Date and on the Eighth Issuer Closing Date

and the confirmation documented thereunder entered into on or about the Second Issuer Closing Date, as amended;

Funding Swap Provider	means Abbey National Treasury Services plc;
Funding Transaction Account	means the account in the name of Funding (account number 00008258, sort code 09-02-40) 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;
Holdings	means Holmes Holdings Limited (registered number 3682577), a limited company incorporated under the laws of England and Wales, whose registered office is at Abbey National House, 2 Triton Square, Regent's Place, London, NW1 3AN;
Initial Closing Date	means 26th July, 2000;
Initial Funding Share Percentage	Means the percentage share of Funding in the Trust Property on the Initial Closing Date, being an amount equal to £2,256,000,000.
Initial Trust Property	means the sum of £100 that SPV Management settled on trust and 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;
Initial Closing Trust Property	means the Initial Portfolio assigned by the Seller to the Mortgages Trustee on the Initial Closing Date;
Initial Portfolio	means the Provisional Portfolio other than any Loan and its Related Security redeemed in full on or before the Initial Closing Date;
Intercompany Loan Terms and Conditions	means the standard terms and conditions incorporated into the Eighth Issuer Intercompany Loan Agreement and signed for the purpose of identification by the Security Trustee and Funding on or about the Initial Closing Date, as amended on or about the Second Issuer Closing Date and the Fourth Issuer Closing Date and as amended and restated on the Sixth Issuer Closing Date;
Issuer	means any of the First Issuer, the Second Issuer, the Third Issuer, the Fourth Issuer, the Fifth Issuer, the Sixth Issuer, the Seventh Issuer and the Eighth Issuer, as the case may be.

Interest Payment Date	means the 15th day of January, April, July and October in each year (or, if such day is not a Business Day, the next succeeding Business Day);
Issuer Collateral Account	means any account in the joint names of the First Issuer, the Second Issuer, the Third Issuer, the Fourth Issuer, the Fifth Issuer, the Sixth Issuer, the Seventh Issuer, the Eighth Issuer and any New Issuer held with Abbey National PLC or Abbey National Treasury Services PLC;
Issuer Collateral Account Bank	means Abbey National Treasury Services PLC, situated at 2 Triton Square, London NW1 3AN and, from time to time, Abbey National PLC, situated at 21 Prescot Street, London E1 8AD;
London Business Day	means a day (other than a Saturday or Sunday) on which banks are generally open for business in London;
Managers	means <ul style="list-style-type: none"> (a) in relation to the Series 1 Class A Eighth Issuer Notes, the Series 2 Class A Eighth Issuer Notes and the Series 4 Class A2 Eighth Issuer Notes, Barclays Capital Inc. Citigroup Global Markets Inc., Credit Suisse First Boston LLC, Deutsche Bank Securities Inc., J.P. Morgan Securities Inc., Lehman Brothers Inc., Morgan Stanley & Co. Incorporated and UBS Securities LLC; and (b) in relation to the Series 1 Class B Eighth Issuer Notes, the Series 1 Class C Eighth Issuer Notes, the Series 2 Class B Eighth Issuer Notes and the Series 2 Class C Eighth Issuer Notes, Barclays Capital Inc., Lehman Brothers Inc. and UBS Securities LLC; (c) in relation to the Series 3 Class A Eighth Issuer and the Series 4 Class A1 Eighth Issuer Notes, Barclays Bank PLC, Lehman Brothers International (Europe), UBS Limited, Citigroup Global Markets Limited, Credit Suisse First Boston (Europe) Limited, Deutsche Bank AG London, J.P. Morgan Securities Ltd. and Morgan Stanley & Co International Limited; and (d) in relation to the Series 3 Eighth Issuer Notes (except for the Series 3 Class A Eighth Issuer Notes) and the Series 4 Eighth Issuer Notes (except for Series 4 Class A1 Eighth Issuer Notes), Barclays Bank PLC, Lehman Brothers International (Europe) and UBS

Limited.

Master Definitions Schedule or Master Definitions and Construction or Amended and Restated Master Definitions and Construction Schedule

means the Amended and Restated Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy and Slaughter and May on 1st April, 2004, as the same may be amended, restated and supplemented from time to time;

Moody's

means Moody's Investors Service Limited and includes any successor to its rating business;

Mortgage Sale Agreement

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 residential mortgage loans and their related security to the Mortgages Trustee as amended by the Amendment Agreement to the 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, the Sixth Issuer Closing Date, the Seventh Issuer Closing Date and the Eighth Issuer Closing Date and as further amended and/or restated from time to time;

Mortgages Trust Deed

means the mortgages trust deed made by the Mortgages Trustee, Funding and the Seller on 25th July, 2000, as amended by the deeds of amendment to the Mortgages Trust Deed dated the Second Issuer Closing Date and the Third Issuer Closing Date and as amended and restated on or about the Fourth Issuer Closing Date, the Fifth Issuer Closing Date, the Sixth Issuer Closing Date, the Seventh Issuer Closing Date and the Eighth Issuer Closing Date and as further amended and/or restated from time to time;

Mortgages Trustee

means Holmes Trustees Limited;

Mortgages Trustee GIC Account

means the account in the name of the Mortgages Trustee maintained with the Account Bank (account number 00008253, sort code 09-02-40) pursuant to the Bank Account Agreement and the Mortgages Trustee Guaranteed Investment Contract, 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 and any provider of a replacement Mortgages Trustee GIC Account;

Mortgage Trustee GIC Provider

means Abbey acting pursuant to the Mortgages Trustee Guaranteed Investment Contract or its successor or assignee and any provider of a replacement Mortgages Trustee GIC

	Account;
Mortgages Trustee Guaranteed Investment Contract	means the guaranteed investment contract entered into on or about the Initial Closing Date between the Mortgages Trustee, the Mortgages Trustee GIC Provider, the Cash Manager and the Security Trustee in relation to interest to be earned on the balance on the Mortgages Trustee GIC Account;
New Intercompany Loan	means a loan of the proceeds of any issue of New Notes, such loan being advanced to Funding by a New Issuer pursuant to the terms of a New Intercompany Loan Agreement;
New Intercompany Loan Agreement	means a new intercompany loan agreement entered into between Funding and a New Issuer in relation to a New Intercompany Loan;
New Issuer	means a new wholly owned subsidiary of Holdings, which is established to issue New Notes and to make a New Intercompany Loan to Funding;
New Notes	means the notes issued and/or to be issued by the New Issuers to investors;
New Start-up Loan	is a loan issued to Funding under a New Start-up Loan Agreement;
New Start-up Loan Agreement	means a loan agreement under which the Start-up Loan Provider or a New Start-up Loan Provider shall provide Funding with a New Start-up Loan for the purposes of meeting the costs of acquiring an addition to the Funding Share, the costs of the New Issue and/or further funding the Reserve Funds, if required;
New Start-up Loan Provider	is an entity who shall supply a New Start-up Loan to Funding;
New York Business Day	means a day (other than a Saturday or a Sunday) on which banks are generally open in the city of New York;
Paying Agents	means the Principal Paying Agent and the US Paying Agent;
Principal Paying Agent	means JP Morgan Chase Bank, London Branch in its capacity as UK paying agent pursuant to the Eighth Issuer Paying Agent and Agent Bank Agreement;
Post Enforcement Call Option Holder	means PECO Limited whose registered office is at Abbey National House, 2 Triton Square, Regent's Place, London NW1 3AN;

Rating Agencies	means Standard & Poor's, Moody's and Fitch;
Scottish Trust Deed	means a declaration of trust entered into among the Seller, the Mortgages Trustee and Funding pursuant to the Mortgage Sale Agreement;
Second Amendment Agreement to the Cash Management Agreement	means the amendment agreement so named dated the Seventh Issuer Closing Date;
Second Amendment to the Funding Liquidity Facility Agreement	means the agreement so named dated the Seventh Issuer Closing Date;
Second Issuer	means Holmes Financing (No. 2) PLC;
Second Issuer Closing Date	means 29th November, 2000;
Second Start-up Loan	Means the start-up Loan that the Start-up Loan Provider made available to Funding pursuant to the Second Start-up Loan Agreement;
Second Start-up Loan Agreement	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;
Second Start-up Loan Provider	means the Start-up Loan Provider, in its capacity as provider of the Second Start-up Loan;
Security Trustee	means JPMorgan Chase Bank, London Branch (formerly known as The Chase Manhattan Bank, London Branch);
Seller	means Abbey;
Seller Power of Attorney	means the power of attorney granted by the Seller in favour of Funding, the Mortgages Trustee and the Security Trustee on the Eighth Issuer Closing Date;
Series 1 Class A Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 1 Class A Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 1 Class B Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer

	Closing Date between the Series 1 Class B Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 1 Class C Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 1 Class M Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 1 Dollar Currency Swap Agreements	means the Series 1 Class A Dollar Currency Swap Agreement, the Series 1 Class B Dollar Currency Swap Agreement and the Series 1 Class C Dollar Currency Swap Agreement;
Series 2 Class A Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 2 Class A Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 2 Class B Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 2 Class B Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 2 Class C Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 2 Class C Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 2 Dollar Currency Swap Agreements	means the Series 2 Class A Dollar Currency Swap Agreement, the Series 2 Class B Dollar Currency Swap Agreement and the Series 2 Class C Dollar Currency Swap Agreement;
Series 3 Class A Euro	means the ISDA Master Agreement (including the schedule

Currency Swap Agreement	and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 3 Class A Euro Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 3 Class B Euro Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 3 Class B Euro Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 3 Class C Euro Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 3 Class C Euro Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 4 Class A2 Dollar Currency Swap Agreement	means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit support annex in respect thereof) entered into on or about the Eighth Issuer Closing Date between the Series 4 Class A2 Dollar Currency Swap Provider, the Eighth Issuer and the Eighth Issuer Security Trustee as amended and supplemented from time to time;
Series 1 Class A Eighth Issuer Notes	means the US\$1,850,000,000 Series 1 Class A Floating Rate Notes due April, 2005;
Series 1 Class B Eighth Issuer Notes	means the US\$62,900,000 Series 1 Class B Floating Rate Notes due July 2040;
Series 1 Class C Eighth Issuer Notes	means the US\$107,300,000 Series 1 Class C Floating Rate Notes due July 2040;
Series 2 Class A Eighth Issuer Notes	means the US\$1,500,000,000 Series 2 Class A Floating Rate Notes due April 2011;
Series 2 Class B Eighth Issuer Notes	means the US\$51,000,000 Series 2 Class B Floating Rate Notes due July 2040;
Series 2 Class C Eighth Issuer Notes	means the US\$87,000,000 Series 2 Class C Floating Rate Notes due July 2040;
Series 3 Class A Eighth Issuer	means the €990,000,000 Series 3 Class A Floating Rate

Notes	Notes due April 2020;
Series 3 Class B Eighth Issuer Notes	means the €34,000,000 Series 3 Class B Floating Rate Notes due July 2040;
Series 3 Class C Eighth Issuer Notes	means the €57,500,000 Series 3 Class C Floating Rate Notes due July 2040;
Series 4 Class A1 Eighth Issuer Notes	means the £900,000,000 Series 4 Class A1 Floating Rate Notes due July 2040;
Series 4 Class A2 Eighth Issuer Notes	means the US\$500,000,000 Series 4 Class A2 Floating Rate Notes due July 2040;
Series 4 Class B Eighth Issuer Notes	means the £39,900,000 Series 4 Class B Floating Rate Notes due July 2040;
Series 4 Class C Eighth Issuer Notes	means the £68,000,000 Series 4 Class C Floating Rate Notes due July 2040;
Series 1 Eighth Issuer Notes	means collectively the Series 1 Class A Eighth Issuer Notes, the Series 1 Class B Eighth Issuer Notes and the Series 1 Class C Eighth Issuer Notes;
Series 2 Eighth Issuer Notes	means collectively the Series 2 Class A Eighth Issuer Notes, the Series 2 Class B Eighth Issuer Notes and the Series 2 Class C Eighth Issuer Notes;
Series 3 Eighth Issuer Notes	means collectively the Series 3 Class A Eighth Issuer Notes, the Series 3 Class B Eighth Issuer Notes and the Series 3 Class C Eighth Issuer Notes;
Series 4 Eighth Issuer Notes	means the Series 4 Class A1 Eighth Issuer Notes, the Series 4 Class A2 Eighth Issuer Notes, the Series 4 Class B Eighth Issuer Notes and the Series 4 Class C Eighth Issuer Notes;
Servicer	means Abbey, or such other person as may from time to time be appointed as servicer pursuant to the Amended and Restated Servicing Agreement;
Seventh Issuer	means Holmes Financing (No. 7) PLC;
Seventh Issuer Closing Date	means 26 th March, 2003;
Seventh Start-up Loan	means the start-up loan that the Seventh Start-up Loan Provider made available to Funding pursuant to the Seventh Start-up Loan Agreement;
Seventh Start-up Loan	means the agreement entered into on or about the Seventh Issuer Closing Date between Funding, the Seventh Start-up

Agreement	Loan Provider and the Security Trustee relating to the provision of the Seventh Start-up Loan Agreement;
Seventh Start-up Loan Provider	means Abbey, in its capacity as provider of the Seventh Start-up Loan;
Sixth Issuer	means Holmes Financing (No. 6) PLC;
Sixth Issuer Closing Date	means 7 th November, 2002;
Sixth Start-up Loan	means the start-up loan that the Sixth Start-up Loan Provider made available to Funding pursuant to the Sixth Start-up Loan Agreement;
Sixth Start-up Loan Agreement	means the agreement entered into on or about the Sixth Issuer Closing Date between Funding, the Sixth Start-up Loan Provider and the Security Trustee relating to the provision of the Sixth Start-up Loan Agreement;
Sixth Start-up Loan Provider	means Abbey, in its capacity as provider of the Sixth Start-up Loan;
Standard & Poor's	means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and includes any successor to its rating business;
Start-up Loans	means the First Start-up Loan, the Second Start-up Loan, the Third Start-up Loan, the Fourth Start-up Loan, the Fifth Start-up Loan, the Sixth Start-up Loan, the Seventh Start-up Loan, the Eighth Start-up Loan and any New Start-up Loan;
Start-up Loan Provider	means Abbey, in its capacity as provider of the start-up loan to Funding on the Initial Closing Date.;
Subscription Agreement	means the subscription agreement relating to the sale of the Series 3 Eighth Issuer Notes and the Series 4 Eighth Issuer Notes (other than the Series 4 Class A2 Eighth Issuer Notes) dated 25 th March 2004 between the Eighth Issuer, Abbey National, Funding, the Mortgages Trustee, and, as appropriate, the Managers; and
TARGET Business Day	means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer (TARGET) system is open;
Third Amendment Agreement to the Cash Management Agreement	means the agreement so named dated the Eighth Issuer Closing Date;

Third Issuer	means Holmes Financing (No. 3) PLC;
Third Issuer Closing Date	means 23rd May, 2001
Third Start-up Loan	means the Start-up Loan that the Third Start-up Loan Provider shall make available to Funding pursuant to the Third Start-up Loan Agreement;
Third Start-up Loan Agreement	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;
Third Start-up Loan Provider	means Abbey, in its capacity as provider of the Third Start-up Loan;
Transaction Documents	means any of the following documents (as amended): <ul style="list-style-type: none"> (a) the Subscription Agreement; (b) the Underwriting Agreement; (c) the Eighth Issuer Intercompany Loan Agreement; (d) the Mortgages Trust Deed; (e) the Abbey Deed and Power of Attorney in relation to the Mortgages Trust Deed; (f) the Seller Power of Attorney; (g) the amended and restated Mortgage Sale Agreement; (h) the Eighth Issuer Deed of Charge; (i) the Funding Deed of Charge; (j) the Funding Power of Attorney; (k) the Funding Liquidity Facility Agreement; (l) the Dollar Currency Swap Agreements; (m) the Euro Currency Swap Agreements; (n) the Funding Swap Agreement; (o) the Eighth Issuer Trust Deed; (p) the Eighth Issuer Paying Agent and Agent Bank Agreement; (q) the Amended and Restated Servicing Agreement; (r) the Cash Management Agreement;

- (s) the Eighth Issuer Cash Management Agreement;
- (t) the Funding Guaranteed Investment Contract;
- (u) the Mortgages Trustee Guaranteed Investment Contract;
- (v) the Eighth Issuer Post-Enforcement Call Option Agreement;
- (w) the Bank Account Agreement;
- (x) the Eighth Issuer Bank Account Agreement;
- (y) the Corporate Services Agreement;
- (z) the Eighth Issuer Corporate Services Agreement;
- (aa) the Eighth Start-up Loan Agreement;
- (bb) each Scottish Trust Deed;
- (cc) the Eighth Issuer Power of Attorney; and
- (dd) the Amended and Restated Master Definitions and Constructions Schedule and the Eighth Issuer Master Definitions and Constructions Schedule.

Trust Property

means:

- (a) the Initial Trust Property, the Initial Closing Trust Property, the Closing Trust Property and any Future Trust Property (together with the proceeds of sale of any of them) excluding 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 and excluding actual loss and reductions in respect of set-off as described in Clause 8.4(a) of the Mortgages Trust Deed and excluding distributions made to the Beneficiaries (being the Seller and Funding);
- (b) any drawings under flexible loans;
- (c) any interest and principal paid by Borrowers on their loans;
- (d) any other amounts received under the loans and related security excluding certain amounts due to third parties;
- (e) rights under certain mortgage indemnity guarantee policies prior to the Seller exercising its right to cancel these certain mortgage indemnity guarantee policies; and