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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

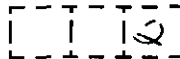
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04992222

Name of company

* Holmes Financing (No. 8) PLC

Date of creation of the charge

8 December 2005

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 Bank of New York, London Branch (for itself and on behalf of the other Eighth Issuer Secured Creditors), One Canada Square, London

Postcode E14 5AL

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

Slaughter and May

One Bunhill Row

London

EC1Y 8YY

PLEASE RETURN VIA
CH LONDON COUNTER

For official Use (02/00)

Mortgage Section

Post room



Time critical reference

Please see attached Schedule 3

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

Particulars as to commission allowance or discount (note 3)

Signed *Slaughter and May*

Date *20 December 2005*

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE 1

Supplemental Eighth Issuer Deed of Charge (the "**Supplemental Eighth Issuer Deed of Charge**") between (1) Holmes Financing (No. 8) PLC (the "**Eighth Issuer**") and (2) The Bank of New York, London Branch (the "**Security Trustee**").

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 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 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 Deed of Charge", "Eighth Issuer Secured Creditors", "Transaction Documents" and "Eighth Issuer Transaction Documents" are defined in Schedule 3 below.

SCHEDULE 3

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 in favour of the Security Trustee all its right, title, interest and benefit, present and future, in and to all monies now or at any time hereafter standing to the credit of each Eighth Issuer Collateral Account and the debt represented thereby together with any and all interest accruing from time to time thereon.

"Eighth Issuer Collateral Account" is defined below.

NOTE:

The Supplemental Eighth Issuer Deed of Charge incorporates 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 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 attempt or purport to do so;
- (iii) it shall not permit any person other than the Eighth Issuer and the 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 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;

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;

Abbey National plc Policies 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;

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 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;

Accrued Interest 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;

Agent Bank means JPMorgan Chase Bank, London Branch or such other person for the time being acting as agent bank under the Eighth Issuer Paying Agent and Agent Bank Agreement;

Alternative Insurance Recommendations means the Seller's standard documents entitled "Alternative Insurance Requirements - New Business" and "Alternative Insurance Requirements", and any other document containing similar recommendations which is sent to Borrowers in accordance with the Seller's Policy;

Amendment Agreement to Intercompany Loan Terms and Conditions means the amendment agreement so named dated the Second Issuer Closing Date;

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**;

Amendment Agreement to Cash Management 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;

Amendment Agreement to Mortgage Sale Agreement means the amendment agreement so named dated the Second Issuer Closing Date;

ANPLC 1995 Mortgage Conditions means the mortgage conditions booklet reference 0062/July 95 PA2 and any subsequent amendment therefor acceptable to a reasonable, prudent mortgage lender;

ANPLC 1995 Scottish Mortgage Conditions means the mortgage conditions booklet reference 0041 Nov 01 F and any subsequent amendment therefor acceptable to a reasonable, prudent mortgage lender;

ANPLC 2002 Mortgage Conditions means the mortgage conditions booklet reference 0154/July 02 F and any subsequent amendment therefor acceptable to a reasonable, prudent mortgage lender;

Arrears of Interest means, in respect of a given date, interest, principal (if applicable) and expenses which are due and payable on that date;

Assignment Date means the date of assignment of any New Portfolio to the Mortgages Trustee in accordance with Clause 4 of the Mortgage Sale Agreement;

Authorised Entity means (a) any entity the short-term unguaranteed and unsecured debt of which is rated at least A-1+ by S&P, 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 FSMA;

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 Mortgages Trust;

Borrower means, in relation to a Loan, the individual or individuals specified as such in the relevant Mortgage together with the individual or individuals (if any) from time to time assuming an obligation to repay such Loan or any part of it;

Buildings Policies means:

- (a) all buildings insurance policies relating to freehold English Properties or any Scottish Properties which have been taken out in the name of the relevant Borrower (and, in the case of the Abbey National plc Policies, the Seller) in accordance with the applicable Mortgage Terms or the Alternative Insurance Recommendations; and
- (b) all landlord's buildings insurance policies relating to leasehold Properties;

Business Day means a day that is each of a London Business Day and a New York Business Day and a TARGET Business Day;

Capitalised Arrears 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 has been satisfied:

- (a) the Seller has, by arrangement with the relevant Borrower, agreed to capitalise such Arrears of Interest; and
- (b) 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;

Capitalised Expenses means, in relation to a Loan, the amount of any expense, charge, fee, premium or payment (excluding, however, any Arrears of Interest) capitalised and added to the principal amount outstanding in respect of such Loan in accordance with the relevant Mortgage Terms (including for the avoidance of doubt, any High Loan-to-Value Fee);

Capitalised Interest means the increase in the Outstanding Principal Balance of a Flexible Loan that occurs as a result of the relevant Borrower having taken a Payment Holiday or having made an Underpayment in respect of interest on that Flexible Loan, such increase to be in an amount equal to the accrued interest that was due but not paid;

Capped Rate Loans 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;

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 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 *inter alia* to manage all cash transactions and maintain certain ledgers on behalf of the Mortgages Trustee and Funding;

Certificate of Title means a solicitor's or licensed or qualified 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;

Class A Eighth Issuer Notes means the Series 1 Class A Eighth Issuer Notes, the Series 2 Class A Eighth Issuer Notes, the Series 3 Class A Eighth Issuer Notes, the Series 4 Class A1 Eighth Issuer Notes and the Series 4 Class A2 Eighth Issuer Notes;

Class B Eighth Issuer Notes means the Series 1 Class B Eighth Issuer Notes, the Series 2 Class B Eighth Issuer Notes, the Series 3 Class B Eighth Issuer Notes and the Series 4 Class B Eighth Issuer Notes;

Class C Eighth Issuer Notes means the Series 1 Class C Eighth Issuer Notes, the Series 2 Class C Eighth Issuer Notes, the Series 3 Class C Eighth Issuer Notes and the Series 4 Class C Eighth Issuer Notes;

Closing Trust Property 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:

- (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;

Corporate Services Provider means SPV Management Limited or such other person or persons for the time being acting as corporate services provider to Funding and certain other parties under the Corporate Services Agreement and acting as corporate services provider under the Eighth Issuer Corporate Services Agreement;

Currency Swap Agreements means the Series 1 Class A Dollar Currency Swap Agreement, the Series 1 Class B Dollar Currency Swap Agreement, the Series 1 Class C Dollar Currency Swap Agreement, the Series 2 Class A Dollar Currency Swap Agreement, the Series 2 Class B Dollar Currency Swap Agreement, the Series 2 Class C Dollar Currency Swap Agreement, the Series 4 Class A2 Dollar Currency Swap Agreement, 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;

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 means the amount of Trust Property beneficially owned by Funding from time to time, as determined in accordance with Clause 8 of the Mortgages Trust Deed;

Current Seller Share 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;

Deed of Amendment means the deed so named dated the Third Issuer Closing Date amending the Funding Swap Agreement;

Deed of Amendment to Mortgages Trust Deed means the deed so named dated the Second Issuer Closing Date;

Deed of Consent means a deed whereby a person in or intended to be in occupation of a Property agrees with the Seller to postpone his or her interest (if any) in the Property so that it ranks after the interest created by the relevant Mortgage;

Deed of Postponement means a deed whereby a mortgagee or heritable creditor of a Property agrees with the Seller to postpone its mortgage or standard security over the Property so that the sums secured by it will rank for repayment after the sums secured by the relevant Mortgage;

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 Trustee 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 Series 1 Dollar Currency Swap Agreements, the Series 2 Dollar Currency Swap Agreements and the Series 4 Class A2 Dollar Currency Swap Agreement;

Early Repayment Fee means any fee which a Borrower is required to pay in the event that he or she 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;

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

Eighth Issuer Closing Date means on or about 1st April, 2004;

Eighth Issuer Collateral Account means each account in the name of the Eighth Issuer held with the Issuer Collateral Account Bank in which collateral paid by any Eighth Issuer Swap Provider pursuant to any Eighth Issuer Swap Agreement is held;

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

Eighth Issuer Deed of Charge means the deed of charge dated on or about the Eighth Issuer Closing Date between the Eighth Issuer, the Eighth Issuer Cash Manager, the Eighth Issuer Security Trustee, the Note Trustee, the Agent Bank, the Eighth Issuer Account Banks, the Paying Agents, the Registrar, the Transfer Agent, the Eighth Issuer Corporate Services Provider and the Currency Swap Providers;

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 Master Definitions and Construction Schedule means the Eighth Issuer Master Definitions and Construction Schedule signed for the purposes of identification by Allen & Overy and Slaughter and May on or about the Eighth Issuer Closing Date, as the same may be amended, restated and supplemented from time to time;

Eighth Issuer Non-Sterling Account Bank means Citibank, N.A., London Branch, situated at 336 Strand, London WC2R 1HB;

Eighth Issuer Noteholders means the holders for the time being of the Eighth Issuer Notes;

Eighth Issuer Notes means the Class A Eighth Issuer Notes, the Class B Eighth Issuer Notes and the Class C Eighth Issuer Notes;

Eighth Issuer Paying Agent and Agent Bank Agreement means the Eighth Issuer Paying Agent and Agent Bank Agreement;

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

Eighth Issuer Security Trustee means The Bank of New York, London Branch or such other person or all other persons for the time being acting as the security trustee or security trustees pursuant to the Eighth Issuer Deed of Charge;

Eighth Issuer Sterling Account Bank means Abbey National plc, situated at 21 Prescott Street, London E1 8AD;

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 Paying Agent and Agent Bank Agreement, the Eighth Issuer Deed of Charge, the Eighth Issuer Cash Management Agreement, the 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 or about the Eighth Issuer Closing Date between the Eighth Issuer and the Note Trustee constituting the Eighth Issuer Notes;

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;

English Property means a Property situated in England or Wales;

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 Closing Date means 8th November, 2001;

First Deed of Accession means the deed of accession to the Funding Deed of Charge dated the Second Issuer Closing Date;

First Deed of Accession to the Amended and Restated Funding Deed of Charge means the deed of accession to the Amended and Restated Funding Deed of Charge entered into on the Seventh Issuer Closing Date;

First Issuer means Holmes Financing (No. 1) PLC;

First Issuer Closing Date means 26th July 2000;

Fixed Rate Loans 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 such Capped Rate Loans which are no longer subject to their variable rates of interest but instead subject to interest at their specified capped rates;

Flexible Loan means a type of Loan product that typically incorporates features that give the Borrower options to, among other things, make further drawings on the loan account and/or to overpay or underpay interest and principal in a given month and for the avoidance of doubt includes Flexible Plus Loans;

Flexible Loan Drawing means any further drawing of monies made by a Borrower under a Flexible Loan other than the Initial Advance (but including any Capitalised Interest);

Flexible Plus Loans means Flexible Loans governed under Mortgage Conditions with reference MORT 0201/May 2003 and any subsequent amendment or replacement therefor acceptable to a reasonable prudent mortgage lender;

Fourth Deed of Accession means the deed of accession to the Funding Deed of Charge dated the Fifth Issuer Closing Date;

Fourth Issuer Closing Date means 5th July, 2001;

FSMA means the Financial Services and Markets Act 2000 as amended, supplemented and replaced from time to time;

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 by the First Deed of Accession, the Second Deed of Accession, the Third Deed of Accession, the Fourth Deed of Accession, as amended and restated on or about the Sixth Issuer Closing Date, as further amended by the First Deed of Accession to the Amended and Restated Funding Deed of Charge on or about the Seventh Issuer Closing Date, as further amended by the Second Deed of Accession to the Amended and Restated Funding Deed of Charge on or about 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 (sort code 09-02-40, account number 00008259) 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 Balance means, on any day during an Interest Period, the amount standing to the credit of the Funding GIC Account as at the opening of business on such day;

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 or Funding GIC Account Agreement 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 Funding Cash Manager and the Security Trustee pursuant to which the Funding Liquidity Facility Provider agreed 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 and the Second 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 Power of Attorney means the power of attorney granted by Funding in favour of the Security Trustee on the Initial Closing Date, substantially in the form set out in Schedule 1 to the Funding Deed of Charge;

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

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 Seventh Issuer Closing Date and on the Eighth 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;

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

Funding Swap Provider means Abbey National Treasury Services acting in its capacity as the Funding Swap Provider pursuant to the Funding Swap Agreement;

Funding Transaction Account means the account in the name of Funding (account no. 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;

Further Advance means, in relation to a Loan, any advance of further money to the relevant Borrower following the making of the Initial Advance which is secured by the same Mortgage as the Initial Advance but does not include the amount of any retention advanced to the relevant Borrower as part of the Initial Advance after completion of the Mortgage and does not include a Flexible Loan Drawing;

Future Trust Property means any or all New Portfolios assigned or to be assigned to the Mortgages Trustee after the Initial Closing Date;

High Loan-to-Value Fee means any fee incurred by a Borrower as a result of taking out a Loan with an LTV ratio in excess of a certain percentage specified in the Offer Conditions;

Holdings means Holmes Holdings Limited (registered number 3689577), 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 Advance means, in respect of any Loan, the original principal amount advanced by the Seller including any retention(s) advanced to the relevant Borrower after the date of the Mortgage but excluding any (a) High Loan-to-Value Fee, (b) Further Advance, (c) Flexible Loan Drawing and (d) Early Repayment Fee relating to any such Loan;

Initial Closing Date means 26th July, 2000;

Initial Closing Trust Property means the Initial Portfolio assigned by the Seller to the Mortgages Trustee on the Initial Closing Date;

Initial Funding Share means the share of Funding in the Trust Property on the Initial Closing Date, being an amount equal to £2,256,000,000;

Initial Loans means the portfolio of residential first mortgage loans assigned by the Seller to the Mortgages Trustee on the Initial Closing Date pursuant to the Mortgage Sale Agreement;

Initial Portfolio means the Provisional Portfolio other than any Loan and its Related Security redeemed in full on or before the Initial Closing Date;

Initial Seller Share means the share of the Seller in the Trust Property on the Initial Closing Date being an amount equivalent to £4,143,214,202.63;

Initial Trust Property means the sum of £100 (one hundred pounds) 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;

Insurance Acknowledgements means, in the case of the Abbey National plc Policies and the Properties in Possession Policy, a letter from the relevant insurer substantially in the form set out in Schedules 12 and 13, respectively, to the Mortgage Sale Agreement;

Intercompany Loan Terms and Conditions means the standard terms and conditions incorporated into the Eighth Issuer Intercompany Loan Agreement and signed for the purposes of identification by the Security Trustee and Funding on or about the First Issuer Closing Date as amended by the Amendment Agreement to Intercompany Loan Terms and Conditions and the Second Amendment Agreement to Intercompany Loan Terms and Conditions and as amended and restated on or about the Sixth Issuer Closing Date;

Issuer Collateral Account Bank means Abbey National Treasury Services plc, acting through its branch at 2 Triton Square, Regent's Place, London NW1 3AN;

Loan means each loan referenced by its loan identifier number and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies (including all Further Advances and Flexible Loan Drawings) due or owing with respect to that loan under the relevant Mortgage Terms by a Borrower on the security of a Mortgage from time to time outstanding or, as the context may require, the Borrower's obligations in respect of the same;

London Business Day means a day (other than a Saturday or Sunday) on which banks are generally open for business in London;

LTV ratio or **loan-to-value ratio** means the ratio of the outstanding balance of a Loan to the value of the Property securing that Loan;

Master Definitions Schedule or **Master Definitions and Construction Schedule** 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;

MHA Documentation means an affidavit, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 in connection with a Scottish Mortgage or the Property secured thereby;

MIG Policies means:

- (a) the mortgage indemnity guarantee policy number CAR 9401A dated 4th November, 1994 and any endorsements thereto as issued from time to time; and/or

- (b) the mortgage indemnity guarantee policy number CAR9401X dated 4th November, 1994 and any endorsements thereto as issued from time to time; and/or
- (c) the mortgage indemnity guarantee policy number CAR 9601A dated 30th December, 1996 and any endorsements thereto as issued from time to time; and/or
- (d) the mortgage indemnity guarantee policy number CAR9601X dated 30th December, 1996 and any endorsements thereto as issued from time to time,

written by Carfax Insurance Limited in favour of the Seller, or any other mortgage indemnity guarantee policy as may be effected from time to time to cover the Seller in respect of New Loans and their Related Security, such other mortgage indemnity guarantee policy to provide such level of cover as would be acceptable to a reasonable, prudent mortgage lender at the date of such other policy;

Monthly Payment means the amount which the relevant Mortgage Terms require a Borrower to pay on each Monthly Payment Day in respect of that Borrower's Loan;

Monthly Payment Day means the date on which interest (and principal in relation to a repayment mortgage) is due to be paid by a Borrower on a Loan or, if any such day is not a business day, the next following Business Day;

Mortgage means the legal charge or standard security securing a Loan;

Mortgage Conditions or Loan Conditions means the terms and conditions applicable to a Loan as contained in the Seller's relevant Mortgage Conditions booklet for England and Wales or Scotland as applicable from time to time;

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 Initial Portfolio and any New Portfolios to the Mortgages Trustee, as amended by the Amendment Agreement to 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;

Mortgage Terms means all the terms and conditions applicable to a Loan, including without limitation the applicable Mortgage Conditions and Offer Conditions;

Mortgages Trust means the bare trust of the Trust Property held by the Mortgages Trustee as to both capital and income, on trust absolutely for Funding (as to the Funding Share) and the Seller (as to the Seller Share) pursuant to the Mortgages Trust Deed;

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 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, 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 Balance means, on any day during an Interest Period, the amount standing to the credit of the Mortgages Trustee GIC Account as at the opening of business on such day;

Mortgages 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 or Mortgages Trustee GIC Account Agreement 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 Mortgages Trustee GIC Balance;

New Loans 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;

New Portfolio 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:

- (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 and undertakings 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;
- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, MHA Documentation, Deeds of 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, the ANPLC 1995 Scottish Mortgage Conditions or the ANPLC 2002 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 of the ANPLC 1995 Mortgage Conditions or Condition 27.2 of the 1995 ANPLC Scottish Mortgage Conditions or Condition 27.3 of the ANPLC 2002 Mortgage Conditions (or their equivalent) (but without prejudice to any other rights under the ANPLC 1995 Mortgage Conditions or the ANPLC 1995 Scottish Mortgage Conditions or the ANPLC 2002 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 (to the extent such MIG Policies are not cancelled by the Seller), so far as they relate to the New Loans comprised in the relevant portfolio of Loans and their Related Security, including prior to the Seller exercising its right to cancel the MIG Policies the right to receive the proceeds of any claims (but not to the extent that any such proceeds relate to any Early Repayment Fee);

New Portfolio Notice means a notice in the form set out in Schedule 14 to the Mortgage Sale Agreement served in accordance with the terms of the Mortgage Sale Agreement;

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;

Note Trustee means The Bank of New York, London Branch at One Canada Square, London E14 5AL or such person or persons for the time being acting as note trustee or trustees under the Eighth Issuer Trust Deed;

Offer Conditions means the terms and conditions applicable to a specified Loan as set out in the relevant offer letter to the Borrower;

Outstanding Principal Balance:

- (a) in relation to a Loan at any date (the **determination date**), the aggregate at such date (but avoiding double counting) of:
 - (i) the Initial Advance;
 - (ii) Capitalised Expenses;

- (iii) Capitalised Arrears; and
- (iv) Further Advances and/or Flexible Loan Drawings,

in each case relating to such Loan less any prepayment, repayment or payment of the foregoing made on or prior to the determination date; and

Payment Holiday means a period during which a Borrower may suspend payments under a Loan where the Borrower is permitted under the Mortgage Terms to do so and will therefore not be in breach of the Mortgage Terms;

Paying Agents means the Principal Paying Agent and the US Paying Agent;

Post-Enforcement Call Option Holder or **PECOH** means PECO Limited;

Principal Paying Agent means JPMorgan Chase Bank, London Branch in its capacity as principal paying agent in the United Kingdom pursuant to the Eighth Issuer Paying Agent and Agent Bank Agreement;

Portfolio means the Initial Portfolio and any New Portfolio (other than any Loans and their Related Security which have been redeemed in full or repurchased by the Seller pursuant to Clause 8 of the Mortgage Sale Agreement);

Properties in Possession Policy means the properties in possession policy number BSRI0004PIP issued by Baker Street Risk and Insurance (Guernsey) Limited of PO Box 384, The Albany, South Esplanade, St. Peter Port, Guernsey GY1 4NF on 1st August, 2002 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;

Property means a freehold, heritable or leasehold property which is subject to a Mortgage;

Provisional Portfolio means the portfolio of Loans and their Related Security, particulars of which are set out in Part 1 of the Exhibit to the Mortgage Sale Agreement, and all right, title, interest and benefit of the Seller in and to:

- (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 that portfolio of 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 and undertakings 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;

- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, MHA Documentation, Deeds of Postponement or any collateral security for the repayment of the relevant Loans secured by the 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 Mortgages which are subject to the ANPLC 1995 Mortgage Conditions, the ANPLC 1995 Scottish Mortgage Conditions or the ANPLC 2002 Mortgage Conditions, 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 of the ANPLC 1995 Mortgage Conditions or Condition 27.2 of the ANPLC 1995 Scottish Mortgage Conditions or Condition 27.3 of the ANPLC 2002 Mortgage Conditions (but without prejudice to any other rights under the ANPLC 1995 Mortgage Conditions, the ANPLC 1995 Scottish Mortgage Conditions or the ANPLC 2002 Mortgage Conditions);
- (d) all the estate and interest in the Properties vested in the Seller;
- (e) each 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 Loan and its Related Security, or any part thereof or affecting the decision of the Seller to make or offer to make the relevant 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) prior to the Seller exercising its right to cancel the MIG Policies, so far as they relate to the Loans comprised in that portfolio of Loans and their Related Security, including prior to the Seller exercising its right to cancel the MIG Policies the right to receive the proceeds of any claim but not, to the extent that any such proceeds relate to any Early Repayment Fee;

Rating Agencies means S&P, Moody's and Fitch;

Registrar means J.P. Morgan Bank Luxembourg S.A. in its capacity as the registrar appointed by the Eighth Issuer under the Eighth Issuer Paying Agent and Agent Bank Agreement to record the holders of Eighth Issuer Notes;

Related Security 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 Properties in Possession Policy in respect of which the Mortgages Trustee, Funding and the Security Trustee have received the Insurance Acknowledgement);

Requisite Rating means a rating of P-1 by Moody's, F1+ by Fitch and A-1+ by S&P;

Scottish Mortgage means a Mortgage secured over a Scottish Property;

Scottish Property means a Property situated in Scotland;

Scottish Trust Deed means a declaration of trust entered into among the Seller, the Mortgages Trustee and Funding pursuant to Clause 4.5 of the Mortgage Sale Agreement substantially in the form set out in Schedule 16 thereto;

Scottish Trust Property has the meaning given to it in any relevant Scottish Trust Deed;

Second Amendment Agreement to the Funding Cash Management Agreement means the agreement so named dated the Seventh Issuer Closing Date;

Second Amendment Agreement to the Funding Liquidity Facility means the agreement so named dated the Seventh Issuer Closing Date;

Second Deed of Accession means the deed of accession to the Funding Deed of Charge dated the Third Issuer Closing Date;

Second Deed of Accession to the Amended and Restated Funding Deed of Charge means the deed of accession to the Amended and Restated Funding Deed of Charge entered into on the Eighth Issuer Closing Date;

Second Deed of Amendment to Mortgages Trust Deed means the deed so named dated the Third Issuer Closing Date;

Second Issuer Closing Date means 29th November, 2000;

Second Amendment Agreement to Intercompany Loan Terms and Conditions means the agreement so named between Funding, Holmes Financing (No. 1), Holmes Financing (No. 2), Holmes Financing (No. 3), the Security Trustee and the Agent Bank dated 5th July 2001;

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, substantially in the form set out in Schedule 5 to the Mortgage Sale Agreement;

Seller Share means, prior to the first Distribution Date, the Initial Seller Share and thereafter, shall mean the Current Seller Share;

Seller's Policy means the originating, underwriting, administration, arrears and enforcement policy applied by the Seller from time to time to loans and the security for their repayment which are beneficially owned solely by the Seller;

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 C 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 Dollar Currency Swap Provider means UBS AG, London Branch, or such other swap provider appointed from time to time in relation to the Series 1 Class A Notes;

Series 1 Class B Dollar Currency Swap Provider means UBS AG, London Branch, or such other swap provider appointed from time to time in relation to the Series 1 Class B Notes;

Series 1 Class C Dollar Currency Swap Provider means UBS AG, London Branch, or such other swap provider appointed from time to time in relation to the Series 1 Class C Notes;

Series 1 Dollar Currency Swap Agreements 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 Class A Dollar Currency Swap Provider means Citibank, N.A., London Branch, or such other swap provider appointed from time to time in relation to the Series 2 Class A Notes;

Series 2 Class B Dollar Currency Swap Provider means Citibank, N.A., London Branch, or such other swap provider appointed from time to time in relation to the Series 2 Class B Notes;

Series 2 Class C Dollar Currency Swap Provider means Citibank, N.A., London Branch, or such other swap provider appointed from time to time in relation to the Series 2 Class C Notes;

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 Currency Swap Agreement means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit 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 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 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 3 Class A Euro Currency Swap Provider means Barclays Bank PLC or such other swap provider appointed from time to time in relation to the Series 3 Class A Notes;

Series 3 Class B Euro Currency Swap Provider means Barclays Bank PLC or such other swap provider appointed from time to time in relation to the Series 3 Class B Notes;

Series 3 Class C Euro Currency Swap Provider means Barclays Bank PLC or such other swap provider appointed from time to time in relation to the Series 3 Class C Notes;

Series 4 Class A2 Dollar Currency Swap Agreement means the ISDA Master Agreement (including the schedule and confirmation thereto and any credit annex in support 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 4 Class A2 Dollar Currency Swap Provider means Credit Suisse First Boston International or such other swap provider appointed from time to time in relation to the Series 4 Class A2 Notes;

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 Notes means the €990,000,000 series 3 class A floating rate 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 A Eighth Issuer Notes means the series 4 Class A1 Eighth Issuer notes and the series 4 Class A2 Eighth Issuer Notes;

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 collectively 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 of the Portfolio pursuant to the Servicing Agreement;

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 Loans and their Related Security comprised in the Portfolio;

Seventh Issuer Closing Date means 26th March, 2003;

Sixth Issuer Closing Date means 7th November, 2002;

Subscription Agreement means the Subscription Agreement relating to the sale of the Series 3 Eighth Issuer Notes and the sale of the Series 4 Eighth Issuer Notes (other than the Series 4 Class A2 Eighth Issuer Notes) dated 25th March, 2004 between the Eighth Issuer, Abbey National, Funding, the Mortgages Trustee, Barclays Bank PLC, Lehman Brothers International (Europe) and UBS Limited;

Standard Documentation means the standard documentation, copies of which are contained as Part 2 of the Exhibit to the Mortgage Sale Agreement and which have been initialled on behalf of the parties thereto for the purposes of identification, or any update or replacement therefor as the Seller may from time to time introduce acting in accordance with the standards of a reasonable, prudent mortgage lender;

Start-up Loan Provider means Abbey, in its capacity as provider of the Start-up Loans;

SVR or Standard Variable Rate 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;

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 Deed of Accession means the deed of accession to the Funding Deed of Charge dated the Fourth Issuer Closing Date;

Third Issuer Closing Date means 23rd May, 2001;

Third Party Amounts includes:

- (a) payments of High Loan-to-Value Fee;
- (b) amounts under a direct debit which are repaid to the bank making the payment if such a bank is unable to recoup that amount itself from the customer's account;
- (c) payments by Borrowers of Early Repayment Fees and other charges due to the Seller;
or
- (d) recoveries in respect of Loans which have been subject to a set-off as described in Clause 8.4(a) of the Mortgages Trust Deed;

Tracker Loan 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;

Tracker Rate means the rate of interest applicable to a Tracker Loan (before applying any cap or minimum rate);

Transfer Agent means J.P. Morgan Bank Luxembourg S.A. in its capacity as the transfer agent appointed by the Eighth Issuer under the Eighth Issuer Paying Agent and Agent Bank Agreement to administer the transfer of Eighth Issuer Notes;

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;
- (b) any Flexible Loan Drawings;
- (c) any interest and principal paid by Borrowers on their Loans;

- (d) any other amounts received under the Loans and Related Security excluding Third Party Amounts;
- (e) rights under the MIG Policies prior to the Seller exercising its right to cancel the MIG Policies; and
- (f) amounts on deposit (and interest earned on those amounts) in the Mortgages Trustee GIC Account;

Underpayment means a reduced payment by a Borrower under a Flexible Loan and where such reduced payment is in place of the Monthly Payment set out in the Offer Conditions (or any changed Monthly Payment subsequently notified to the Borrower), where there are sufficient available funds to fund the difference between the Monthly Payment and this reduced payment and where the Borrower is not in breach of the Mortgage Terms for making such payment;

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;

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);

Underwriting Agreement means the Underwriting Agreement relating to the sale of the Series 1 Eighth Issuer Notes, the Series 2 Eighth Issuer Notes and the Series 4 Class A2 Eighth Issuer Notes dated 25th March, 2004 between the Eighth Issuer, Abbey National, Funding, the Mortgages Trustee, Barclays Capital Inc., Lehman Brothers Inc. and UBS Securities LLC;

US Paying Agent means JPMorgan Chase Bank, New York Branch as paying agent in the United States of America.

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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. 04992222

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL EIGHT ISSUER DEED OF CHARGE DATED THE 8th DECEMBER 2005 AND CREATED BY HOLMES FINANCING (NO.8) PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BANK OF NEW YORK, LONDON BRANCH (FOR ITSELF AND ON BEHALF OF THE OTHER EIGHT ISSUER SECURED CREDITORS) OR ANY OF THE EIGHT ISSUER SECURED CREDITORS ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 20th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

LC.
Rm