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

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

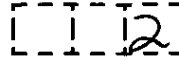
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6137875

Name of company

\* Business Mortgage Finance 6 PLC (The "Company")

Date of creation of the charge

16 July 2007

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

A supplemental deed of charge dated 16 July 2007 between the Company and  
Commercial First Business Limited ("CFBL") (the "Supplemental Deed of  
Charge")

Amount secured by the mortgage or charge

Please see Schedule 1 attached to this form 395

A list of defined terms in this form 395 is set out in Schedule 2 unless  
otherwise defined herein

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

The Trustee being BNY Corporate Trustee Services Limited, having its  
principal place of business at One Canada Square, London E14 5AL for its  
own account and as trustee for the other Secured Creditors

Postcode E14 5AL

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

Time critical reference

70-40213701/004304

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD2

\*L3HSPRLY\*

27/07/2007

477

COMPANIES HOUSE

# 395

Short particulars of all the property mortgaged or charged

The Company's whole right, title and interest in and to the Additional Scottish Trust Property, as defined in the Supplemental Scottish Declaration of Trust granted by CFBL in favour of the Company dated 16 July 2007, and in and to the whole of the said Supplemental Scottish Declaration of Trust, surrogating and substituting the Trustee in its full right and place therein and thereto

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

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Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP

Date 26 - July - 2007

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

*Schedules to Form 395 relating to the Supplemental Deed of Charge entered into by Business Mortgage Finance 6 PLC (Company No 6137875) dated 16 July 2007*

**SCHEDULE 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

Unconditional payment and discharge of all monies and liabilities whatsoever which from time to time become due, owing or payable by the Company (i) to the order of the Trustee and/or any Receiver under the Deed of Charge, the Trust Deed or the Instrument Conditions at the times and in the manner provided therein and/or (ii) under or in respect of the Instruments and/or (iii) to the Trustee on any account whatsoever, whether as principal or surety and whether or not directly with another and (iv) to each of the other Secured Creditors in accordance respectively with each of the Charged Obligation Documents (the "**Secured Amounts**")

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## SCHEDULE 2

### DEFINITIONS

#### DEFINITIONS

In this Form 395

**"A Noteholders"** means the A1 Noteholders and the A2 Noteholders

**"A Notes"** means the A1 Notes and the A2 Notes

**"A1 Noteholders"** means the several persons who are for the time being holders of the A1 Notes and the words **"holder"** and **"holders"** and related expressions shall (where appropriate) be construed accordingly

**"A1 Notes"** means the A1 Notes that comprise all or part of the £106,000,000 Class A1 Mortgage Backed Floating Rate Notes due 2040, issued on the Initial Issue Date, or the amount thereof for the time being outstanding, or as the context may require, a specific number thereof, and includes, unless the context requires otherwise, the Detachable A1 Coupons and, unless expressly stated to the contrary, all references in the Documents to an **"A1 Note"** shall be a reference to such A1 Note whether in global or definitive form

**"A2 Noteholders"** means the several persons who are for the time being holders of the A2 Notes and the words **"holder"** and **"holders"** and related expressions shall (where appropriate) be construed accordingly

**"A2 Notes"** means the A2 Notes that comprise all or part of the €400,700,000 Class A2 Mortgage Backed Floating Rate Notes due 2040 issued on the Initial Issue Date, or the amount thereof for the time being outstanding, or as the context may require, a specific number thereof and includes, unless the context requires otherwise, the Detachable A2 Coupons and, unless expressly stated to the contrary, all references in the Documents to a **"A2 Note"** shall be a reference to such A2 Note whether in global or definitive form

**"A2 Note Currency Swap Agreement"** means the currency swap agreement in respect of the A2 Notes dated on or about the Initial Issue Date, as the same may be amended from time to time, between the Issuer and the Currency Swap Counterparty to hedge against potential variations between Note EURIBOR and Note LIBOR and potential currency exchange rate exposure

**"Account Bank"** means Barclays

**"Additional Scottish Trust Property"** means the Scottish Loans details of which are specified in the Schedule annexed to the relevant Supplemental Scottish Declaration of Trust, together with all principal sums, including any further advances present or future, interest and expenses comprised therein and secured thereby and the whole rights pertaining thereto, including without prejudice to the generality thereof

- (i) the Scottish Mortgages and all other Collateral Security granted in respect of such Scottish Loans,
- (ii) all monies, rights, interest, benefits and others pertaining thereto or deriving therefrom and all powers and remedies for enforcing the same, and
- (iii) all proceeds resulting from the enforcement of any of the Scottish Loans, Scottish Mortgages and any other Collateral Security relating thereto

**"Advance"** means an advance (as from time to time reduced by repayment) made or to be made by the Liquidity Facility Provider under the Liquidity Facility Agreement and includes a Standby Drawing

**"Agency Agreement"** means the agency provisions as set out in Schedule 1 of the Master Securitisation Agreement, together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement and dated on or about the Initial Issue Date (as may be further amended from time to time)

**"B2 Note Currency Swap Agreement"** means the currency swap agreement in respect of the B2 Notes dated on or about the Initial Issue Date, as the same may be amended from time to time, between the Issuer and the Currency Swap Counterparty to hedge against potential variations between Note EURIBOR and Note LIBOR and potential currency exchange rate exposure

**"B2 Noteholders"** means the several persons who are for the time being holders of the B2 Notes and the words **"holder"** and **"holders"** and related expressions shall (where appropriate) be construed accordingly

**"B2 Notes"** means the B2 Notes that comprise all or part of the €39,100,000 Class B2 Mortgage Backed Floating Rate Notes due 2040 issued on the Initial Issue Date, or the amount thereof for the time being outstanding, or as the context may require, a specific number thereof and unless expressly stated to the contrary, all references in the Documents to a **"B2 Note"** shall be a reference to such B2 Note whether in global or definitive form

**"Bank Agreement"** means the bank agreement as set out in Schedule 8 of the Master Securitisation Agreement, together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

**"Barclays"** means Barclays Bank PLC

**"Basis Swap Agreement"** means the basis swap agreement between the Basis Swap Counterparty and the Issuer dated on or about the Initial Issue Date to hedge against variations between three month sterling LIBOR and Note LIBOR

**"Basis Swap Counterparty"** means Barclays Bank PLC or such other counterparty agreed with the Rating Agencies in respect of the Basis Swap Agreement

**"BMF6 Mortgage Sale Agreement"** means the mortgage sale agreement to be dated on or about the Initial Issue Date made between, *inter alios*, the Seller, the Issuer and the Trustee

**"BMFHL"** means BMF Holdings Limited

**"Borrower"** means in relation to each Loan, the borrower specified in such Loan

**"Business Day"** means a day (other than Saturday or Sunday) on which banks are open for business in London unless otherwise specified therein

**"C Noteholders"** means the several persons who are for the time being holders of the C Notes and the words **"holder"** and **"holders"** and related expressions shall (where appropriate) be construed accordingly

**"C Notes"** means the C Notes that comprise all or part of the £17,250,000 Class C Mortgage Backed Floating Rate Notes due 2040 issued on the Initial Issue Date, or the amount thereof for the time being outstanding, or as the context may require, a specific number thereof and unless expressly stated to the contrary, all references in the Documents to an **"C Note"** shall be a reference to such C Note whether in global or definitive form

**"Cash/Bond Administration Agreement"** means the cash and bond administration provisions as set out in Schedule 2 of the Master Securitisation Agreement together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

**"Cash/Bond Administrator"** means CFML as appointed pursuant to the Cash/Bond Administration Agreement to, *inter alia*, manage all cash transactions and maintain all cash management ledgers as agent for the Issuer and the Trustee and any successor or assign

**"Certificates"** means the MERCs and, unless expressly stated to the contrary, all references in the Documents to a **"Certificate"** shall be a reference to such Certificate whether in global or definitive form

**"CFBL"** means Commercial First Business Limited

**"CFGL"** means Commercial First Group Limited

**"CFML"** means Commercial First Mortgages Limited

**"CFRF Mortgage Sale Agreement"** means the mortgage sale agreement to be dated on or about the Initial Issue Date made between *inter alios*, CFML, CFBL and CFRFL

**"CFRFL"** means Commercial First RF Limited

**"Charged Obligation Documents"** means the BMF 6 Mortgage Sale Agreement, the CFRF Mortgage Sale Agreement, the Basis Swap Agreement, the Interest Rate Swap Agreement, the Currency Swap Agreements, the Collection Account Declaration of Trust, the Subordinated Loan Agreement; the Master Securitisation Agreement which includes the Mortgage Administration Agreement, the Special Servicer Agreement, the Cash/Bond Administration

Agreement, the Liquidity Facility Agreement, the Bank Agreement, the Guaranteed Investment Contract, the Standby Cash/Bond Administration Agreement and the Agency Agreement, and the Standby Servicer Agreement (if any)

**"Collateral Security"** means the Mortgages, the first fixed charges, Standard Securities and assignments in security in favour of the Trustee over the Issuer's interests in the Loans, the Mortgages and certain other collateral security relating to the Loans

**"Collection Account"** means the account in the name of CFML at Barclays, Sort Code 20 19 90, Account Number 30815381, or such other account as may be established from time to time

**"Collection Account Declaration of Trust"** means the declaration of trust dated on or about the Initial Issue Date in respect of the Issuer and Trustee's interest (if any) under the Collection Account

**"Commitment"** means (subject to any increase or cancellation of the Commitment as may be made pursuant to the Liquidity Facility Agreement) the Liquidity Maximum Amount

**"Company"** means Business Mortgage Finance 6 PLC

**"Completion Mortgage Pool"** means the loans selected from the Initial Mortgage Pool in accordance with Clause 4 of the BMF6 Mortgage Sale Agreement and to be sold and assigned to the Issuer pursuant to the BMF6 Mortgage Sale Agreement on the Initial Issue Date

**"Conditions"** means the Conditions applicable to the Notes in the form set out in the Schedule 6 to the Trust Deed, as the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions.

**"Currency Swap Agreements"** means the A2 Note Currency Swap Agreement, the M2 Note Currency Swap Agreement and the B2 Note Currency Swap Agreement

**"Currency Swap Counterparty"** means Barclays or such other counterparty agreed with the Rating Agencies with respect to the Currency Swap Agreements

**"Deed of Charge"** means the deed of charge dated on or about the Initial Issue Date, as the same may be further amended from time to time between, *inter alios*, the Issuer, the Trustee, the Mortgage Administrator, the Special Servicer, the Cash/Bond Administrator, the Liquidity Facility Provider, and includes (where the context so admits) each Supplemental Deed of Charge and all further documents granted in terms thereof

**"Detachable A Couponholders"** means the Detachable A1 Couponholders and the Detachable A2 Couponholders

**"Detachable A Coupons"** means the Detachable A1 Coupons and the Detachable A2 Coupons

**"Detachable A1 Couponholders"** means the holders for the time being of the Detachable A1 Coupons

**"Detachable A2 Couponholders"** means the holders for the time being of the Detachable A2 Coupons

**"Detachable A1 Coupons"** means the interest entitlement to the Detachable A1 Coupons represented by the Detachable A1 Coupon

**"Detachable A2 Coupons"** means the interest entitlement to the Detachable A2 Coupons represented by the Detachable A2 Coupon

**"Determination Date"** means each day which falls five Business Days prior to an Interest Payment Date

**"Documents"** means the Trust Deed, the Master Securitisation Agreement, the Deed of Charge, the Agency Agreement, the Mortgage Administration Agreement, the Special Servicer Agreement, the Cash/Bond Administration Agreement, the Standby Cash/Bond Administration Agreement, the Standby Servicer Agreement (if any), the Mortgage Sale Agreements, the Guaranteed Investment Contract, the Liquidity Facility Agreement, the Collection Account Declaration of Trust, the Post Enforcement Call Option, the Basis Swap Agreement, the Currency Swap Agreements, the Interest Rate Swap Agreement and the Bank Agreement

**"English Property"** means a freehold or long leasehold property (having an unexpired term at least 35 years longer than the mortgage term) in England and Wales

**"EURIBOR"** means the Euro-zone Interbank Offered Rate

**"Euro-zone"** means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union and the Treaty of Amsterdam

**"Fitch"** means Fitch Ratings Ltd

**"Fixed Rate Loans"** means the Loans included in the Completion Mortgage Pool and the Prefunded Mortgage Pool, in respect of which the interest payable thereunder by the Borrower accrues at a fixed rate

**"GIC Account"** means the sterling account in the name of the Issuer at Barclays, Sort Code 20 19 90, Account Number 50424544

**"GIC Provider"** means Barclays or other replacement entity in accordance with the Guaranteed Investment Contract

**"GIC Rate"** means in respect of an Interest Period, LIBOR in respect of such Interest Period as determined on the relevant Quotation Date minus 0.45 per cent per annum

**"Guaranteed Investment Contract" or "GIC Agreement"** means the agreement so named as set out in Schedule 9 of the Master Securitisation Agreement, together with the relevant



provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

**"HML"** means Homeloan Management Limited

**"IFL"** means Ilford Funding Limited

**"Initial Issue Date"** means on or about 18 May 2007

**"Initial Loans"** or **"Original Loans"** means the loans the subject of the BMF6 Mortgage Sale Agreement to be sold to the Issuer on or before the Initial Issue Date

**"Initial Mortgage Pool"** means the portfolio of Loans listed in Annexure A of the BMF6 Mortgage Sale Agreement

**"Instrument Conditions"** means the Conditions and the MERC Conditions

**"Instruments"** means the Notes and the Certificates or any of them and, unless expressly stated to the contrary, all references in the Documents to an **"Instrument"** shall be a reference to such Instrument whether in global or definitive form

**"Interest Payment Date"** means the 15<sup>th</sup> day in November, February, May and August in each year beginning in August 2007 (subject to adjustment for that date not being a Business Day in accordance with the Conditions)

**"Interest Period"** means the period from (and including), an Interest Payment Date (or the Initial Issue Date) to (but excluding) the next (or first) Interest Payment Date

**"Interest Rate Swap Agreement"** means the interest rate swap agreement between the Interest Rate Swap Counterparty and the Issuer dated on or about the Initial Issue Date to hedge against differences between the fixed rate of interest applicable to Fixed Rate Loans and Note LIBOR

**"Interest Rate Swap Counterparty"** means Barclays Bank PLC

**"Irish Paying Agent"** means BNY Fund Services (Ireland) Limited

**"Issuer"** means Business Mortgage Finance 6 PLC

**"LIBOR"** means in relation to any Advance made pursuant to the Liquidity Facility Agreement or in calculating the GIC Rate only,

- (a) the rate per annum at which the Liquidity Facility Provider or the GIC Provider (as appropriate) is offering to prime banks in the London Interbank Market, sterling deposits for the relevant period at 11 00 a m on the Quotation Date provided that if
  - (i) no such rate is being offered by the Liquidity Facility Provider or the GIC Provider (as appropriate), or

- (ii) such rate exceeds the rate determined in accordance with paragraph (b) below by more than 0.25 per cent,

LIBOR shall be the rate determined in accordance with paragraph (b) below, and

- (b) where the proviso to paragraph (a) applies

- (i) the display rate for sterling for the relevant period which appears on the display designated as the British Bankers Association's Interest Settlement Rate as quoted on the Dow Jones/Telerate Monitor as Telerate Screen No 3750 (or such other page or service as may replace page 3750 or the said service (as the case may be) for the purpose of displaying the British Bankers Association's Interest Settlement Rate for London Interbank Offered Rates) as at 11.00 a.m. on the Quotation Date, or
- (ii) if no such display rate is then available, the rate per annum determined by the Liquidity Facility Provider or the GIC Provider (as appropriate) to be equal to the arithmetic mean (rounded if necessary to the nearest 0.0001 per cent, 0.00005 being rounded upwards) of the rates notified to the Liquidity Facility Provider or the GIC Provider (as appropriate) by each Reference Bank as the rate at which it is offering sterling deposits for the relevant period to prime banks in the London inter-bank market at 11.00 a.m. on the Quotation Date, and
- (iii) otherwise, the London Interbank offer rate as defined in Condition 4

**"Liquidity Drawn Amount"** means, on any Determination Date

- (i) at any time prior to the Liquidity Drawdown Date, the amount then drawn under the Liquidity Facility and not repaid together with all accrued interest up to (but excluding) the related Interest Payment Date pursuant to the Liquidity Facility Agreement, and
- (ii) at any time on or after the Liquidity Drawdown Date, the difference between the Liquidity Maximum Amount and the amount standing to the credit of the Liquidity Ledger on that Determination Date

**"Liquidity Drawdown Date"** means the date on which the Issuer is required under the Liquidity Facility Agreement forthwith to draw down the entirety of the undrawn portion of the Liquidity Facility and credit such amount to the Liquidity Ledger

**"Liquidity Facility"** means the revolving liquidity facility granted to the Issuer by the Liquidity Facility Provider pursuant to the Liquidity Facility Agreement

**"Liquidity Facility Agreement"** means the agreement so named as set out in Schedule 6 of the Master Securitisation Agreement, together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation

Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

**"Liquidity Facility Provider"** means Deutsche Bank AG, London Branch

**"Liquidity Ledger"** means the ledger in the GIC Account to which drawings made by the Issuer under the Liquidity Facility are to be initially credited

**"Liquidity Maximum Amount"** means

- (i) £50,000,000 on the Initial Issue Date, and
- (ii) on each Interest Payment Date falling on or after the first Interest Payment Date, the greater of
  - (a) the lower of 10 per cent of the Principal Amount Outstanding of the A1 Notes, the A2 Notes, the M1 Notes, the M2 Notes, the B2 Notes and the C Notes on the Initial Issue Date and 20 per cent of the Principal Amount Outstanding of the A1 Notes, the A2 Notes, the M1 Notes, the M2 Notes, the B2 Notes and the C Notes on the relevant Interest Payment Date; or
  - (b) £2,500,000,

save that there shall be no reduction in the Liquidity Maximum Amount if there is a Liquidity Drawn Amount outstanding

**"Loan Conditions"** means in relation to each Loan the terms and conditions on which it was made

**"Loans"** means the Original Loans and/or the Prefunded Loans or any of them as the context may require which, the Seller has agreed to sell to the Issuer under the BMF6 Mortgage Sale Agreement and which together comprise the Mortgage Pool

**"M Noteholders"** means the M1 Noteholders and the M2 Noteholders

**"M Notes"** means M1 Notes and M2 Notes

**"M1 Noteholders"** means the several persons who are for the time being holders of the M1 Notes and the words "holder" and "holders" and related expressions shall (where appropriate) be construed accordingly

**"M1 Notes"** means the M1 Notes that comprise all or part of the £38,000,000 Class M1 Mortgage Backed Floating Rate Notes due 2040 issued on the Initial Issue Date, or the amount thereof for the time being outstanding, or as the context may require, a specific number thereof and unless expressly stated to the contrary, all references in the Documents to an "M1 Note" shall be a reference to such M1 Note whether in global or definitive form

**"M2 Note Currency Swap Agreement"** means the currency swap agreement in respect of the M2 Notes dated on or about the Initial Issue Date, as the same may be amended from time to time, between the Issuer and the Currency Swap Counterparty to hedge against potential

variations between Note EURIBOR and Note LIBOR and potential currency exchange rate exposure

**"M2 Notes"** means the M2 Notes that comprise all or part of the €55,600,000 Class M2 Mortgage Backed Floating Rate Notes due 2040 issued on the Initial Issue Date, or the amount thereof for the time being outstanding, or as the context may require, a specific number thereof and unless expressly stated to the contrary, all references in the Documents to an "M2 Note" shall be a reference to such M2 Note whether in global or definitive form

**"M2 Noteholders"** means the several persons who are for the time being holders of the M2 Notes and the words "holder" and "holders" and related expressions shall (where appropriate) be construed accordingly

**"Master Securitisation Agreement"** means the master securitisation agreement dated on or about the Initial Issue Date the schedules to which contain the Agency Agreement, the Cash/Bond Administration Agreement, the Standby Cash/Bond Administration Agreement, the Mortgage Administration Agreement, the Special Servicer Agreement, the Standby Servicer Agreement, the Liquidity Facility Agreement, the Post Enforcement Call Option Agreement, the Bank Agreement and the Guaranteed Investment Contract

**"MERC Conditions"** means the Conditions applicable to the MERCs, in the form set out in Part B of Schedule 6 to the Trust Deed, as the same may from time to time be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such MERC Conditions

**"MERC Holders"** means the several persons who are for the time being the registered holders of the MERCs and the words "holder" and "holders" and related expressions shall (where appropriate) be construed accordingly

**"MERCs"** means the MERCs due 2040 issued on the Initial Issue Date, or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof unless expressly stated to the contrary, all references in the Documents to a "MERC" shall be a reference to such MERC whether in global or definitive form issued as part of the Instruments due 2040 of the Issuer

**"Moody's"** means Moody's Investors Service, Inc

**"Mortgage"** means the first legal mortgage or charge of an English Property or a first-ranking Standard Security over a Scottish Property or a first legal charge or mortgage over a Northern Irish Property which is security for a Loan

**"Mortgage Administration Agreement"** means the mortgage administration agreement dated on or about the Initial Issue Date (as the same may be further amended from time to time) as set out in Schedule 4 of the Master Securitisation Agreement, together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the terms of the Master Securitisation Agreement

**"Mortgage Administrator"** means HML in its capacity as administrator of the Loans, the Mortgages and their related security or such other administrator as is from time to time appointed as mortgage administrator under the Mortgage Administration Agreement

**"Mortgage Pool"** means as at any particular time

- (i) the Loans comprising the Original Completion Mortgage Pool other than such Loans as shall then have been re-transferred or re-assigned to IFL or RFL (as the case may be) pursuant to Clause 8 or 9 of the BMF6 Mortgage Sale Agreement or redeemed pursuant to Clause 5 of the Mortgage Administration Agreement;
- (ii) the Prefunded Loans comprising any Prefunded Mortgage Pool on the Prefunded Loan Purchase Date other than such Loans as shall then have been redeemed pursuant to Clause 8 or 9 of the BMF6 Mortgage Sale Agreement or redeemed pursuant to Clause 5 of the Mortgage Administration Agreement, and
- (iii) any other Loan transferred to the Issuer pursuant to the BMF6 Mortgage Sale Agreement

**"Northern Irish Property"** means a freehold or long leasehold property (having an unexpired term at least 35 years longer than the mortgage term) in Northern Ireland

**"Note EURIBOR"** means an annual rate of the EURIBOR for three month euro deposits or, in the case of the first Interest Period at an annual rate obtained upon interpolation of EURIBOR for two and three month euro deposits

**"Note LIBOR"** means an annual rate of the LIBOR for three month sterling deposits or, in the case of the first Interest Period at an annual rate obtained upon interpolation of LIBOR for two and three month sterling deposits

**"Note Principal Payment"** means the amount of principal repayable in respect of each of the Notes of any class on an Interest Payment Date

**"Noteholders"** means the A1 Noteholders, the A2 Noteholders, the M1 Noteholders, the M2 Noteholders, the B2 Noteholders and the C Noteholders or any of them.

**"Notes"** means the Class A Notes, the Class M Notes, the Class B2 Notes, and the Class C Notes, or any of them, and includes, unless the context requires otherwise, the Detachable A Coupons and, unless expressly stated to the contrary, all references in the Documents to a "Note" shall be a reference to such Note whether in global or definitive form

**"Original Completion Mortgage Pool"** means the Loans and Collateral Security to be sold to the Issuer pursuant to the BMF6 Mortgage Sale Agreement on the Initial Issue Date

**"Paying Agents"** means the Principal Paying Agent, initially appointed as paying agent by the Issuer pursuant to the Agency Agreement, the Irish Paying Agent and such other paying agents in respect of the Instruments as may (with the prior approval of, and on terms previously approved by, the Trustee in writing) from time to time be appointed by the Issuer

notice of whose appointment has been given to the Noteholders pursuant to Condition 15 and **"Paying Agent"** means any one of them

**"Post Enforcement Call Option"** means the post enforcement call option agreement as set out in Schedule 7 of the Master Securitisation Agreement, together with the relevant provisions of the Master Securitisation Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

**"Prefunded Amount"** means the amount standing to the credit of the Prefunded Loans Ledger

**"Prefunded Loan Purchase Date"** means a date on or before 15 August 2007

**"Prefunded Loans"** means the portfolios of Loans which may be purchased by the Issuer from the Seller with the Prefunded Amount on the Prefunded Loan Purchase Date

**"Prefunded Loans Ledger"** means a ledger of that name created and maintained by the Cash/Bond Administrator in the GIC Account

**"Prefunded Mortgage Pool"** means the Prefunded Loans selected from the Prefunded Mortgage Pool in accordance with Clause 4 of the BMF6 Mortgage Sale Agreement and to be sold and assigned to the Issuer pursuant to the BMF6 Mortgage Sale Agreement on the Prefunded Loan Purchase Date

**"Principal Amount Outstanding"** means the amount outstanding of each Note on the Interest Payment Date next following any Determination Date (after deducting any Note Principal Payment due to be made on that Interest Payment Date)

**"Principal Paying Agent"** means The Bank of New York

**"Quotation Date"** means (i) in relation to the Liquidity Facility Agreement and the Guaranteed Investment Contract only, in relation to any period for which an interest rate is to be determined, the day on which quotations would ordinarily be given by prime banks in the London Interbank Market for deposits in sterling for delivery on the first day of that period Provided that, if, for any such period, quotations would ordinarily be given on more than one date, the Quotation Date for that period shall be the last of those dates and (ii) otherwise, bears the meaning ascribed thereto in the Loan Conditions

**"Rating Agencies"** means Moody's and Fitch

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

**"Reference Banks"** means the principal London office of each of Barclays Bank PLC, HSBC Bank PLC and National Westminster Bank PLC

**"Requisite Rating"** means with respect to the Liquidity Facility Provider a short-term unsecured debt rating of at least P-1 by Moody's or at least F1+ by Fitch

**"RFL"** means Romford Funding Limited

**"Scottish Category A Loans"** means all Scottish Loans originated in the name of CFML

**"Scottish Category B Loans"** means all Scottish Loans originated in the name of CFBL

**"Scottish Declarations of Trust"** means the declaration of trust by CFML in respect of the Scottish Category A Loans in the Completion Mortgage Pool and the Collateral Security therefore and/or the declaration of trust by CFBL in respect of the Scottish Category B Loans in the Completion Mortgage Pool and the Collateral Security therefore in the relevant forms set out in Parts A and B of Schedule 10 of the BMF6 Mortgage Sale Agreement and Scottish Declaration of Trust means either of them

**"Scottish Loan"** means a loan secured by a Scottish Mortgage and includes the Scottish Category A Loans and the Scottish Category B Loans

**"Scottish Mortgage"** means a first ranking Standard Security over a Scottish Property

**"Scottish Property"** means a heritable or long leasehold property (having an unexpired term of at least 35 years longer than the mortgage term) located in Scotland

**"Secured Amounts"** means the monies and liabilities which the Issuer covenants in Clause 2 of the Deed of Charge to pay or discharge to the Secured Creditors

**"Secured Creditors"** means each of the Trustee (in its capacity as a creditor secured by the Deed of Charge), the Noteholders, the Detachable A Couponholders, the MERC Holders, any Receiver (in its capacity as a creditor secured by the Deed of Charge), the Mortgage Administrator, the Special Servicer, the Cash/Bond Administrator, CFBL, CFML, CFRFL, the Liquidity Facility Provider, the Basis Swap Counterparty, the Currency Swap Counterparty, the Interest Rate Swap Counterparty, the Standby Servicer (if any), the GIC Provider, BMFHL, the Paying Agents, the Account Bank, and any other person who is expressed in the Deed of Charge or any deed supplemental to the Deed of Charge to be a Secured Creditor

**"Seller"** means CFRFL or any other Subsidiary and **"Sellers"** shall be construed accordingly

**"Special Servicer"** means CFML

**"Special Servicer Agreement"** means the special servicer agreement as set out in Schedule 5 of the Master Securitisation Agreement, together with the relevant provisions of the Master Securitisation Agreement relating thereto, effective pursuant to the Master Securitisation Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

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

**"Standby Cash/Bond Administration Agreement"** means the standby cash/bond administration agreement as set out in Schedule 3 of the Master Securitisation Agreement together with the relevant provisions of the Master Securitisation Agreement relating thereto,

effective pursuant to the Master Securitisation Agreement and dated on or about the Initial Issue Date (as the same may be further amended from time to time)

**"Standby Drawing"** means a drawing made under the Liquidity Facility Agreement as a result of a downgrade of the Liquidity Facility Provider below the Requisite Rating in accordance with Clause 24 (*Downgrading and No Petition Agreement*) of the Liquidity Facility Agreement or in the event that the Liquidity Facility Provider fails to renew its Commitment pursuant to Clause 1.3 of the Liquidity Facility Agreement.

**"Standby Servicer Agreement"** means the agreement to be entered into by, *inter alios*, the Issuer, the Standby Servicer and the Trustee to provide for the appointment and related functions of the Standby Servicer, pursuant to which the Standby Servicer agrees to provide to the Issuer, on the occurrence of certain events, the services provided by the Mortgage Administrator on substantially the same terms as the Mortgage Administration Agreement or on such other terms as may be agreed between the Issuer and the Standby Servicer with the prior written consent of the Trustee

**"Standby Servicer"** or **"SMS"** means a mortgage loan servicer appointed by the Special Servicer with the consent of the Trustee by way of a Standby Servicer Agreement within 60 days of a Standby Servicer Event occurring

**"Standby Servicer Event"** means an event where either (a) the rating of Skipton Building Society's long term unsecured, unguaranteed and unsubordinated debt obligations falls below Baa3 by Moody's or BBB- by Fitch, or (b) HML is sold by Skipton Building Society to an entity whose long term unsecured, unguaranteed and unsubordinated debt obligations are rated below Baa3 by Moody's or BBB- by Fitch

**"Subordinated Lender"** means CFRFL

**"Subordinated Loan Agreement"** means the subordinated loan agreement, dated on or around the Initial Issue Date between the Issuer, the Subordinated Lender, CFML (in its capacity as Cash/Bond Administrator) and the Trustee

**"Subsidiaries"** means any subsidiary (as defined in the Companies Act 1985) of CFGL and

**"Subsidiary"** means any one of them

**"Supplemental Deed of Charge"** means an assignment in security supplemental to the Deed of Charge pursuant to Clause 3.4.3 thereto and in the relevant form set out in Schedule 3 thereto

**"Supplemental Scottish Declaration of Trust"** means a declaration of trust supplemental to the relevant Scottish Declaration of Trust by CFML and/or CFBL in favour of the Issuer in the relevant form set out in Parts A and B of Schedule 11 of the BMF6 Mortgage Sale Agreement

**"Treaty"** means the treaty establishing the European Communities, as amended by the Treaty on European Union and the Treaty of Amsterdam



**"Trust Deed"** means the Trust Deed dated on or about the Initial Issue Date as the same may be further amended or supplemented from time to time between the Issuer and the Trustee constituting the Notes, the MERCs and the schedules thereto

**"Trustee"** means BNY Corporate Trustee Services Limited

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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 06137875

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF CHARGE DATED THE 16th JULY 2007 AND CREATED BY BUSINESS MORTGAGE FINANCE 6 PLC FOR SECURING ALL MONIES DUE FROM THE COMPANY TO THE TRUSTEE BEING BNY CORPORATE TRUSTEE SERVICES LIMITED FOR ITS OWN ACCOUNT AND AS TRUSTEE FOR THE OTHER SECURED CREDITORS AND/OR ANY RECEIVER 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 27th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd AUGUST 2007

PRM



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES