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COMPANIES FORM No. 395

708115/113

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

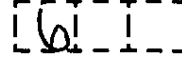
*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03263713

Name of company

* Alliance & Leicester plc (the "Assignor")

Date of creation of the charge

18 April 2008

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

A deed of assignment (the "Deed of Assignment") dated 18 April 2008 and made between the Assignor and Barclays Bank PLC in its capacity as security trustee for itself and the other Secured Parties (the "Security Trustee")

Amount secured by the mortgage or charge

4
10

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Assignor to the Security Trustee under any of the Finance Documents, together with all costs, charges and expenses incurred by the Security Trustee in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such obligations and liabilities (the "Secured Obligations") provided that no obligation or liability shall be a "Secured Obligation" to the extent that, if it were a Secured Obligation, the Deed of Assignment (or any part thereof) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985.

For all other definitions in this Form 395, see Schedule 2 attached

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

Barclays Bank PLC (as security trustee for itself and the other Secured Parties)
5 The North Colonnade, Canary Wharf, London

Postcode E14 4BB

Presentor's name address and reference (if any)

Weil Gotshal & Manges
One South Place
London
EC2M 2WG

Attn: Augustine Bourne

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

TUESDAY



AJPY6ZH2
A14 06/05/2008 32
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedule 1 attached

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

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

Signed Weil, Gotshal & Manges

Date 02.05.08

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

† delete as appropriate

Notes

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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 ASSIGNMENTS

Pursuant to the Deed of Assignment, the Assignor has assigned absolutely to the Security Trustee with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 all of its rights, title, interest and benefits under the LLP Deed, together with the benefit of all powers and remedies for enforcing the same (the "Assigned Property")

2 UNDERTAKINGS

2.1 Covenant Pursuant to the Deed of Assignment, the Assignor covenants with the Security Trustee that, as primary obligor and not merely as surety, it will pay or discharge each of the Secured Obligations on the due date therefor in the manner provided in the relevant Finance Document

2.2 Negative Pledge Pursuant to the Deed of Assignment, the Assignor shall not, except pursuant to Clause 3.1 (*Assignment*) of the Deed of Assignment (as set out in paragraph 1 (*Assignments*) above) create or agree or attempt to create or permit to exist (in favour of any person other than the Security Trustee), any Encumbrance (other than a Permitted Encumbrance) over the whole or any part of the Assigned Property or agree to do so

2.3 Compliance Pursuant to the Deed of Assignment, the Assignor shall, at any time after the Security created pursuant to the Deed of Assignment has become enforceable, at the request of the Security Trustee do or permit to be done each and every act or thing the Security Trustee may from time to time require to be done for the purpose of enforcing the Security Trustee's rights under this Assignment and shall allow the Assignor's name to be used as and when required by the Security Trustee for that purpose.

3 FURTHER ASSURANCES

Pursuant to the Deed of Assignment, the Assignor has agreed, at its own expense from time to time, to execute and give all such assurances and do all acts and things as the Security Trustee may reasonably require or consider desirable under the laws of any jurisdiction governing the Assigned Property to enable the Security Trustee to perfect or protect the security intended to be created by the Deed of Assignment over the Assigned Property or any part thereof or to facilitate the sale of the Assigned Property or any part thereof or the exercise by the Security Trustee of any of the rights, powers, authorities and discretions vested in it or any Receiver of the Assigned Property or any part thereof or any such delegate or sub-delegate as aforesaid, including to facilitate vesting all or part

of such assets in the name of the Security Trustee or in the names of its nominee, agent or any purchaser. To that intent, without prejudice to the generality of the foregoing and subject to the terms and conditions set out in the other Clauses of the Deed of Assignment, following an Acceleration Note, the Assignor shall execute all transfers, sales, dispositions and appropriations (whether to the Security Trustee or otherwise) and shall give all notices, orders and directions and make all registrations which the Security Trustee may (in its absolute discretion) consider expedient.

4 RECEIVER

4.1 Pursuant to the Deed of Assignment, it was agreed that, subject to Clause 10 1(b) of the Deed of Assignment (as set out at paragraph 4 2 below), at any time after the Security has become enforceable or if an application is made for the appointment of or notice is given of intention to appoint an administrator in respect of the Assignor or if the Assignor so requests, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Assigned Property in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred. In relation to this provision, "**qualified person**" means a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any company with respect to which he is appointed or (as the case may require) an administrative receiver of any such company,

4.2 Pursuant to the Deed of Assignment, the Security Trustee is not entitled to appoint a Receiver pursuant to Clause 10 1(a) of the Deed of Assignment (as set out at paragraph 4 1 above) solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under the Insolvency Act 2000

SCHEDULE 2

DEFINITIONS

A&L Collection Account means the account or accounts into which all Principal Receipts and all Revenue Receipts are to be paid as the same may be renumbered or redesignated or such other account which may replace or supersede the same.

Acceleration Notice means a notice given by the Lender pursuant to Clause 22 (*Events of Default*) of the Facility Agreement declaring, *inter alia*, all or any part of the Barclays Loan to be immediately due and payable

Account Bank means the Assignor or such other bank as the LLP may designate with the prior written approval of the Security Trustee.

Account Bank Agreement means the account bank agreement entered into on the Closing Date between the Security Trustee, the LLP, the Assignor and the Account Bank governing the operation of the LLP Accounts

Accrued Interest means, in respect of a Mortgage Loan, on a given date (for the purposes of this definition, the "relevant date"), the interest which has accrued but which is not yet due and payable from and including the last regular Monthly Payment Date up to (but excluding) the relevant date

Asset Representations means the "Representations and Warranties" as defined and made pursuant to the Mortgage Sale Agreement.

Assigned Property has the meaning set out in paragraph 1 of Schedule 1

Bank of England Base Rate means the Bank of England's official dealing rate (the **repo rate**) as set by the UK Monetary Policy Committee

Barclays Loan means the loan made or to be made under the Facility or at any time the principal amount outstanding of that loan

Base Rate-Linked Rate means the rate of interest that applies to the Base Rate Loans in the Portfolio that is a margin (expressed as a percentage figure) above and/or equal to and/or below the Bank of England Base Rate

Base Rate Loan means those Mortgage Loans to the extent that and for such period that their Mortgage Conditions provide that they are subject to the Base Rate-Linked Rate.

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

Borrower Files means the file or files relating to each Mortgage Loan containing, *inter alia*

- (a) all material correspondence relating to that Mortgage Loan, and
- (b) the completed mortgage documentation applicable to the Mortgage Loan (other than the Title Deeds) including the Valuation Report and, in relation to Mortgage Loans which are not advanced as part of the Assignor's Mortgage Transfer Service, the solicitor's or licensed conveyancer's Certificate of Title,

whether original documentation, electronic form or otherwise or information provided by such documentation stored on an electronic database

Buildings Policies means

- (a) all buildings insurance policies relating to freehold or heritable Properties which have been taken out in the name of the relevant Borrower in accordance with the applicable Mortgage Conditions; and
- (b) all landlord's buildings insurance policies relating to leasehold Properties

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

Calculation Date shall mean

- (a) the 6th Business Day prior to each Interest Payment Date; and
- (b) for the purposes of Clause 20 (*Portfolio Determination*) of the Facility Agreement only any other day which the Lender elects by 10 Business Days prior written notice to the LLP where the Lender (acting reasonably) believes that a Portfolio Performance Breach or a Potential Event of Default or an Event of Default has occurred

Calculation Period means each period from (but excluding) the last day in the calendar month immediately preceding a Calculation Date (or in the case of the first Calculation Period, from (and including) the Closing Date) to (and including) the last day in the calendar month immediately preceding the next following Calculation Date

Capitalised Arrears means, in relation to a Mortgage Loan at any date (for the purposes of this definition, the relevant date), the amount (if any) at such date of any interest In Arrears in respect of which, at the relevant date, each of the following conditions have been satisfied

- (a) the Assignor has, by arrangement with the relevant Borrower, agreed to capitalise such interest In Arrears, and
- (b) such interest In Arrears has been capitalised and added, in the accounts of the Assignor (or, if the determination date occurs after the Closing Date, the LLP), to the principal amount outstanding in respect of such Mortgage Loan.

Capitalised Interest means interest capitalised as a result of a Payment Holiday or an Underpayment

Cash Management Agreement means the cash management agreement entered into between the Assignor, the LLP and the Security Trustee and dated on the Closing Date pursuant to which the Assignor will provide cash management services to the LLP.

Cash Manager means the Assignor or such other person as may be appointed as Cash Manager under the Cash Management Agreement

Cash Withdrawal means a cash withdrawal made by a Borrower in the amount of all or part of the accrued Overpayments

Certificate of Title means a solicitor's, licensed conveyancer's report or certificate of title obtained, in relation to Mortgage Loans which are not advanced as part of the Assignor's Mortgage Transfer Service, by or on behalf of the Assignor in respect of each Property substantially in the form of the pro-forma set out in the Standard Documentation

Closing Date means 18 April 2008

Corporate Services Agreement means the corporate services agreement entered into, *inter alios*, between the Corporate Services Provider and the LLP and dated on the Closing Date pursuant to which the Corporate Services Provider will perform corporate services for and on behalf of the LLP

Corporate Services Provider means Structured Finance Management Limited or such other person as may be appointed as Corporate Services Provider under the Corporate Services Agreement

Current Balance means in relation to a Mortgage Loan at any given date, the aggregate (without double counting) of the Outstanding Principal Balance, Accrued Interest and other amounts in arrears relating to that Mortgage Loan.

Deed of Charge means the deed of charge entered into on the Closing Date between, *inter alios*, the LLP and the Security Trustee to secure the obligations of the LLP under the Finance Documents.

Deed of Consent means a deed whereby a person in or intended to be in occupation of a Property situated in England and Wales agrees with the Assignor 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 or agreement whereby a mortgagee of or the heritable creditor in relation to a Property agrees with the Assignor to postpone its mortgage or standard security (as applicable) over the Property so that the sums secured by it will rank for repayment after the sums secured by the relevant Mortgage.

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

Encumbrance means a mortgage, charge, pledge or lien or other encumbrance securing any obligation of any person, any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or any other type of preferential arrangement (including any title transfer and retention arrangement) having similar effect.

Event of Default means an Event of Default under Clause 22 (*Events of Default*) of the Facility Agreement.

Facility means the term loan facility made available under the Facility Agreement

Facility Agreement means the Facility Agreement dated on the Closing Date and made between, *inter alios*, the LLP, the Lender, the Security Trustee and the Assignor.

Fee Letters means the Lender's Fee Letter and the Security Trustee's Fee Letter

Final Repayment Date means 18 March 2012

Finance Documents means the Facility Agreement, the Swap Agreement, the Securitisation Arrangements Agreement, the Cash Management Agreement, the Subordinated Loan Agreement, the Mortgage Sale Agreement, the Account Bank Agreement, the Servicing Agreement, the Fee Letters, the Mortgage Loan Guarantee and the Security Documents and any other document designated as such from time to time by the LLP and the Lender

Fixed Rate Loans means those Mortgage Loans to the extent that and for such time that the interest rate payable by the Borrower on all or part of the Outstanding Principal Balance does not vary and is fixed for a certain period of time by the Assignor.

Further Advance means an advance made following a request from an existing Borrower for a further amount to be lent to him or her under his or her Mortgage, where the Assignor has a discretion as to whether to accept that request

GIC Account means the account of the LLP (sort code 72-01-00) so named, held by the LLP with the Account Bank into which all amounts standing to the credit of the A&L Collection Account in respect of the Portfolio are to be paid as the same may be renumbered or redesignated by the Account Bank from time to time in accordance with the Account Bank Agreement or such other account which may replace or supersede the same with the Security Trustee's prior written consent

In Arrears means, in respect of a Mortgage Loan, that one or more Monthly Payments (or part thereof) in respect of such Mortgage Loan have become due and unpaid by a Borrower.

Initial Loans means the portfolio of residential first mortgage loans sold by the Assignor to the LLP on the Closing Date pursuant to the Mortgage Sale Agreement.

Initial Portfolio means the portfolio of Mortgage Loans and their Related Security, particulars of which are set out in Appendix 1 to the Mortgage Sale Agreement or in a document stored upon electronic media (including, but not limited to, a CD-ROM), and all right, title, interest and benefit of the Assignor in and to

- (a) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, arrears of interest and Capitalised Arrears) and other sums due or to become due in respect of such Mortgage Loans and 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 any undertakings made or expressed to be made in favour of the Assignor under the applicable Mortgage Conditions,
- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, Deeds of Postponement, all third party guarantees and any other collateral security for the repayment of the relevant Mortgage Loans secured by the Mortgages,
- (c) the right to exercise all the powers of the Assignor in relation thereto,
- (d) all the estate and interest in the Properties vested in the Assignor;
- (e) each Certificate of Title and Valuation Report and any right of action of the Assignor against any solicitor, licensed conveyancer, qualified conveyancer, Valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with such Mortgage Loans and their Related Security, or any part thereof or affecting the decision of the Assignor to make or offer to make any such Mortgage Loan or part thereof,

- (f) all rights, title and interests of the Assignor (both present and future) (including, without limitation, the proceeds of all claims to which the Assignor is entitled) under the Insurance Policies, and
- (g) all proceeds from the enforcement of such Mortgage Loans and their Related Security

Insurance Policies means the Buildings Policies, the Lender Interest-Only Policy, the Title Insurance Policies and the Properties in Possession Cover and "Insurance Policy" shall be construed accordingly.

Interest Payment Date means the last day of each Interest Period and the Final Repayment Date (inclusive) unless any such day is not a Business Day in which event it shall fall on the next succeeding Business Day, unless that day would fall in a new month in which case, on the last Business Day of the immediately preceding month.

Interest Period means in relation to the Barclays Loan, each period determined in accordance with Clause 9 (*Interest Periods*) of the Facility Agreement and in relation to an Unpaid Sum, each period determined in accordance with Clause 8 3 (*Default Interest*) of the Facility Agreement.

Lender means Barclays Bank PLC in its capacity as Lender under the Facility Agreement

Lender Interest-Only Policy means a block buildings policy in the name of the Assignor relating to the Properties where the relevant Borrower has been unable to effect his own buildings insurance and written by Zurich Insurance Company,

Lender's Fee Letter means the letter dated on the Closing Date and made between the Lender, the Security Trustee, the Assignor and the LLP setting out the Margin and the arrangement fees

Lending Criteria means the criteria contained in Schedule 4 of the Mortgage Sale Agreement as may be amended from time to time in accordance with the standards of a Reasonable, Prudent Mortgage Lender.

Liquidation Member means Chatsworth Securities (LM) Limited (No. 06563578) whose registered office is at 35 Great St Helen's London EC3A 6AP in its capacity as liquidation member under the LLP Deed

LLP means Chatsworth Securities LLP.

LLP Accounts means the GIC Account, the Swap Collateral Account and the Transaction Account

LLP Deed means the limited liability partnership deed in relation to the LLP dated on the Closing Date and made between the Liquidation Member and the Assignor (in its capacity as designated member).

Margin means the rate per annum specified as the Margin in the Lender's Fee Letter.

Monthly Payment means the monthly payment amount for a Mortgage Loan

Monthly Payment Date means the day of the month that the Monthly Payment relating to a Mortgage Loan is due.

Mortgage means a first fixed charge by way of legal mortgage which secures the repayment of the relevant Mortgage Loan

Mortgage Conditions means the terms and conditions of a Mortgage Loan as contained in Standard Documentation applicable to a Borrower from time to time.

Mortgage Loan means the loans sold or to be sold (as the context so requires) to the LLP pursuant to the Mortgage Sale Agreement including, where the context so requires, each New Loan and each Further Advance sold or to be sold to the LLP by the Assignor after the Closing Date and any new Mortgage Loans created pursuant to a Product Switch but excluding (for the avoidance of doubt) each Mortgage Loan and its Related Security redeemed or repurchased by the Assignor pursuant to the Mortgage Sale Agreement or otherwise sold by the LLP in accordance with the terms of the Transaction Documents and no longer beneficially owned by it

Mortgage Loan Guarantee means the limited guarantee entered into on the Closing Date and given by the Assignor to the LLP in respect of obligations of certain of the Borrowers under the Mortgage Loans.

Mortgage Sale Agreement means the agreement entered into on or about the Closing Date between the LLP and the Assignor pursuant to which (*inter alia*) the LLP agrees to purchase, and the Assignor agrees to sell, the beneficial interest in Qualifying Loans and the Related Security comprising the Initial Portfolio and New Portfolios from time to time

Mortgage Transfer Service has the meaning given to it in the Lending Criteria

New Loans means Mortgage Loans, other than the Initial Loans, which the Assignor may from time to time after the Closing Date sell to or hold on trust for the LLP pursuant to the Mortgage Sale Agreement

New Portfolio means in each case the portfolio of Mortgage Loans and their Related Security, particulars of which are set out in the relevant New Portfolio Notice or in a

document stored upon electronic media (including, but not limited to, a CD-ROM), and all right, title, interest and benefit of the Assignor in and to:

- (a) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, arrears of interest and Capitalised Arrears) and other sums due or to become due in respect of such Mortgage 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 any undertakings made or expressed to be made in favour of the Assignor under the applicable Mortgage Conditions,
- (b) subject where applicable to the subsisting rights of redemption of Borrowers, all Deeds of Consent, Deeds of Postponement and all third party guarantees and any other 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 Assignor in relation thereto,
- (d) all the estate and interest in the relevant Properties vested in the Assignor,
- (e) each relevant Certificate of Title and Valuation Report and any right of action of the Assignor against any solicitor, licensed conveyancer, qualified conveyancer, Valuer or other person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with such Mortgage Loans and their Related Security, or any part thereof or affecting the decision of the Assignor to make or offer to make any such Mortgage Loan or part thereof;
- (f) all rights, titles and interests of the Assignor (both present and future) (including, without limitation the proceeds of all claims to which the Assignor is entitled) under the Insurance Policies; and
- (g) all proceeds from the enforcement of such Mortgage Loans and their Related Security

New Portfolio Notice means a notice in the form set out in Schedule 10 of the Mortgage Sale Agreement served in accordance with the terms of the Mortgage Sale Agreement

Obligors means the LLP and the Assignor and "**Obligor**" shall mean either of them.

Outstanding Principal Balance means, in relation to a Mortgage Loan on any date (for the purposes of this definition, the "relevant date"), the aggregate principal balance of the Mortgage Loan at the relevant date including (but avoiding double counting)

- (a) the original principal amount advanced by the Assignor to the relevant Borrower,

- (b) any increase in the principal amount due under the Mortgage Loan due to the relevant Borrower making Cash Withdrawals, taking Payment Holidays or making Underpayments or a Further Advance having been made available to such Borrower; and
- (c) in each case relating to such Mortgage Loan less any prepayment (including any decrease in the principal amount due under that Mortgage Loan due to the Borrower making Overpayments (as defined in the Mortgage Sale Agreement), repayment or payment of the foregoing made on or prior to the relevant date.

Overpayment means a payment by a Borrower in an amount greater than the Monthly Payment then due on the Mortgage Loan

Payment Holiday means the period of time that a Borrower refrains from making payments of interest and principal under a Mortgage Loan without penalty.

Permitted Encumbrances means.

- (a) encumbrances created under or as contemplated by the Transaction Documents;
- (b) liens arising by the operation of law and in connection with the purchase of goods and/or services in the ordinary course of trading; and
- (c) encumbrances which are fully and unconditionally discharged by the date on which the Barclays Loan is made hereunder.

Portfolio means the Mortgage Loans and the Related Security comprising the Initial Portfolio and any New Portfolios and all moneys derived therefrom from time to time

Portfolio Performance Breach has the meaning set out in the Facility Agreement

Potential Event of Default means an Event of Default or any event or circumstance specified in Clause 22 (*Events of Default*) of the Facility Agreement which would or is likely to (with the passage of time, the giving of notice, the making of any determination under any Finance Document or any combination thereof) be an Event of Default

Principal Receipts means any payment in respect of principal received in respect of any Mortgage Loan (including, for the avoidance of doubt, payments in respect of Capitalised Interest and Capitalised Arrears), whether as all or part of a Monthly Payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement of such Mortgage Loan (including the proceeds of sale of the relevant Property), pursuant to any Insurance Policies or on the disposal of such Mortgage Loan or otherwise (without double counting but including principal received or treated as received after completion of the enforcement procedures)

Product Switch means a variation to the financial terms or conditions included in the Mortgage Conditions applicable to a Mortgage Loan other than any variation:

- (a) agreed with a Borrower to control or manage arrears on a Mortgage Loan;
- (b) of the maturity date of a Mortgage Loan unless, while any Barclays Loan is outstanding, it is extended beyond 18 April 2043;
- (c) imposed by statute; and/or
- (d) of the standard variable rate of interest payable in respect of the Mortgage Loan where that rate is offered to the Borrowers of more than 10 per cent by Current Balance of Mortgage Loans in the Portfolio as calculated on the next Calculation Date as at the end of the immediately preceding Calculation Period

Properties in Possession Cover means the properties in possession cover written by Zurich Insurance Company (policy number 12/006419/41048361) for Mortgage Loans originated by the Assignor and any endorsements or extensions thereto as issued from time to time, or any such similar alternative or replacement properties in possession policy or policies as may be effected from time to time to cover the Assignor in respect of Mortgage Loans and their Related Security, such other properties in possession policy or policies to provide such level of cover as would be acceptable to a Reasonable, Prudent Mortgage Lender at the date of such other policy or policies.

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

Qualifying Loan means a Mortgage Loan which satisfies each of the following criteria

- (a) either (i) it complies with each of the Asset Representations as at the date sold to the LLP or (ii) it does not comply with each of the Asset Representations as at such date but the period for remedy of such non-compliance has not expired under the terms of the Mortgage Sale Agreement; and
- (b) either (i) it complies with each of the Repeating Asset Representations on the first day of the most recent Interest Period or (ii) it does not comply with each of the Repeating Asset Representations as at such date but the period for remedy of such non-compliance has not expired under the terms of the Mortgage Sale Agreement

Reasonable, Prudent Mortgage Lender means a reasonable and prudent prime residential mortgage lender lending to borrowers in England and Wales who generally satisfy the lending criteria of traditional sources of residential mortgage capital

Receiver means an administrative receiver, a receiver and manager or other receiver, in either case, appointed pursuant to the Deed of Charge

Related Security means, in relation to a Mortgage Loan, the security for the repayment of that Mortgage Loan including the relevant Mortgage and all other matters applicable thereto acquired as part of the Portfolio sold to or held on trust for the LLP pursuant to Clause 2.1 or Clause 4.1 of the Mortgage Sale Agreement including (without limitation):

- (a) the benefit of all affidavits, consents, renunciations, guarantees, indemnities, waivers and postponements (including, without limitation, Deeds of Consent and Deeds of Postponement) from occupiers and other persons having an interest in or rights in connection with the relevant Property,
- (b) each right of action of the Assignor against any person (including, without limitation, any Valuer, licensed or qualified conveyancer, solicitor and any registrar or registry) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Certificate of Title and Valuation Report) given or received in connection with all or part of any Mortgage Loan and its Related Security or affecting the decision of the Assignor to make or offer to make all or part of the relevant Mortgage Loan, and
- (c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, returns of premium and proceeds of claims under) Insurance Policies (including the Buildings Policies) deposited, charged, obtained, or held in connection with the relevant Mortgage Loan, Mortgage and/or Property and Borrower Files

Repeating Asset Representations means the "Repeating Representations and Warranties" as defined in and made pursuant to the Mortgage Sale Agreement

Revenue Receipts means any payment received in respect of any Mortgage Loan, whether as all or part of a Monthly Payment in respect of such Mortgage Loan, on redemption (including partial redemption) of such Mortgage Loan, on enforcement of such Mortgage Loan (including the proceeds of sale of such Mortgage Loan), on the disposal of such Mortgage Loan or otherwise (including payments pursuant to any Insurance Policy) which in any such case is not a Principal Receipt in respect of such Mortgage Loan or a Third Party Amount, excluding, for the avoidance of doubt, any amounts received in respect of Capitalised Interest and Capitalised Arrears

Secretarial Services Agreement means the secretarial services agreement entered into between, *inter alios*, the Secretarial Services Provider and the LLP and dated on the Closing Date pursuant to which the Secretarial Services Provider will provide secretarial services to the LLP

Secretarial Services Provider means the Assignor or such other replacement Secretarial Services Provider appointed pursuant to the Secretarial Services Agreement

Secured Parties means the Security Trustee, the Lender, the Assignor, any Receiver or Delegate;

Securitisation Arrangements Agreement means the letter designated therein as the "Securitisation Arrangements Agreement" between the Obligors and Barclays Capital, the investment banking division of Barclays Bank PLC, dated on the Closing Date.

Security Documents means, as the context requires, any or all of the following

- (a) the Deed of Charge;
- (b) the Deed of Assignment; and
- (c) any other security deeds, supplemental deeds or instrument given as security for the Facility and any part thereof and designated as a "**Security Document**" from time to time by the LLP and the Security Trustee

Security Trustee's Fee Letter means the letter dated on the Closing Date and made between the Security Trustee, the Assignor and the LLP setting out the fees payable to the Security Trustee.

Servicer means the Assignor or such other party as may be appointed as Servicer under the Servicing Agreement

Servicing Agreement means the mortgage loan administration agreement entered into between the Assignor, the LLP and the Security Trustee and dated on the Closing Date relating to the servicing of the Portfolio

Standard Documentation means the English law-governed standard documentation, a list of which is set out in Appendix 2 to the Mortgage Sale Agreement and copies of which have been initialled on behalf of the parties thereto for the purposes of identification, or any update or replacement therefor as the Assignor may from time to time introduce acting in accordance with the standards of a Reasonable, Prudent Mortgage Lender

Sterling or £ means the lawful currency of the United Kingdom of Great Britain and Northern Ireland.

Subordinated Loan Agreement means the subordinated loan agreement entered into between the Assignor, the LLP and the Security Trustee and dated on the Closing Date

Swap Agreement means the ISDA master agreement, schedule, confirmations and credit support annex to be entered into on or before Closing Date between the LLP and the Assignor relating to the Swaps and any other document entered into in connection with the same

Swap Collateral Account means any account of the LLP opened pursuant to Clause 3.3 (*Swap Collateral Account*) of the Account Bank Agreement into which collateral required to be paid under the Swap Agreement is to be paid as the same may be renumbered or redesignated by the Account Bank from time to time in accordance with the Account Bank Agreement or such other account which may replace or supersede the same with the Security Trustee's prior written consent

Swap means each swap documented under the Swap Agreement which enables the LLP to hedge against the possible variance between the Variable Rate payable on the Variable Rate Loans, the fixed rates of interest payable on the Fixed Rate Loans and the rates of interest payable on the Base Rate Loans and a LIBOR based rate for three-month Sterling deposits

Third Party Amounts includes

- (a) 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, or
- (b) payments by Borrowers of any fees and other charges which are due to the Assignor (including payments of insurance premiums, if any, due to the Assignor in respect of any Assignor arranged insurance policy to the extent not paid or payable by the Assignor (or to the extent such insurance premiums have been paid by the Assignor in respect of any Mortgage Loan, which is not repurchased by the Assignor, to reimburse the Assignor))

Title Deeds means, in relation to each Mortgage Loan and its Related Security and the Property relating thereto, all conveyancing deeds, land and charge certificates and all other documents which make up the title to the Property and the security for the Mortgage Loan and all searches and enquiries undertaken in connection with the grant by the Borrower of the related Mortgage

Title Insurance Policy means a title insurance policy with First Title Insurance PLC (company registration number 01112603) and referenced HLPP (E&W)8/01, HLPPSCOT8/01 or HLPPNI01/05.

Transaction Account means the account in the name of the LLP (sort code 72-01-00) so named held by the LLP with the Account Bank into which amounts required to pay the Secured Parties and certain third party expenses shall be credited in accordance with the Cash Management Agreement as the same may be renumbered or redesignated by the Account Bank or such further account which may replace or supersede the same with the Security Trustee's prior written consent

Transaction Documents means the Finance Documents together with the Corporate Services Agreement, the Secretarial Services Agreement, the LLP Deed and any other

document designated as such from time to time by the LLP and the Lender (or any of them, as the context requires)

Underpayment means a payment made by a Borrower in an amount less than the Monthly Payment then due on the Mortgage Loan being a sum not exceeding the aggregate of any previous Overpayments

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents

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 Assignor 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 relevant officers of the Assignor

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 Assignor 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 Assignor acting for the Assignor in respect of the valuation of a Property

Variable Rate means the rate of interest that applies to the Variable Rate Loans in the Portfolio as set, other than in limited circumstances, by the Assignor

Variable Rate Loans means those Mortgage Loans, other than Base Rate Loans, to the extent that and for such period that their Mortgage Conditions provide that they are subject to a rate of interest which may at any time be varied in accordance with the relevant Mortgage Conditions, including those Mortgage Loans where the Mortgage Conditions provide that they are subject to a rate of interest at a specified discount to the Assignor's standard variable rate for a specified period of time (and shall, for the avoidance of doubt, exclude Mortgage Loans during the period that they are Fixed Rate Loans)

In the Deed of Assignment and in this Form 395, any reference to the "Assignor", the "Security Trustee" or any other person shall be construed so as to include them and any subsequent lawful successors and permitted assigns in accordance with their respective interests and in the case of the Cash Manager, the Servicer and the Security Trustee any person for the time being appointed as Cash Manager, Servicer, Security Trustee or Security Trustees (as applicable) in accordance with the Finance Documents

In the Deed of Assignment and in this Form 395

Alliance & Leicester plc (the "Assignor")
Company Number: 03263713

- (a) words denoting the singular number only shall include the plural number also and vice versa,
- (b) words denoting one gender only shall include the other genders,
- (c) words denoting persons only shall include firms and corporations and vice versa,
- (d) references to any agreement or other document (including any of the Transaction Documents) shall be deemed also to refer to such agreement or document as amended, varied, supplemented, restated and/or novated from time to time,
- (e) clause, paragraph and schedule headings are for ease of reference only,
- (f) reference to a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted and shall include any instruments, orders or regulations promulgated thereunder, and
- (g) reference to a time of day shall be construed as a reference to London time (unless otherwise specified)



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3263713
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 18
APRIL 2008 AND CREATED BY ALLIANCE & LEICESTER
PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS
BANK PLC (AS SECURITY TRUSTEE FOR ITSELF AND THE
OTHER SECURED PARTIES) 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 6 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES