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CHFP025

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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 £10 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



4050446

Name of company

* Platform Funding No.6 Limited (the "Company")

Date of creation of the charge

3 October 2000

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

A pledge agreement (the "Deed of Charge") dated 3 October 2000
between:

- (1) Platform Funding No.6 Limited; and
- (2) Barclays Bank PLC (the "Pledgee").

Amount secured by the mortgage or charge

Please see attached Schedule 2.

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

Barclays Bank PLC as Pledgee,
54 Lombard Street, London

Postcode EC3V 9EX

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

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0131
23/10/00

Time critical reference

Short particulars of all the property mortgaged or charged

The Company pledged the Charged Assets to the Pledgee, as security for the due performance of all obligations (present or future, actual or contingent) of the Company owing to the Pledgee under Clause 2.1 of the Deed of Charge.

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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 Clifford Chance LLP

Date 23/10/2000

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

Please complete
legibly, preferably
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bold block lettering

Company Number

4050446

Name of Company

Platform Funding No.6 Limited (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Definitions in this Form 395: Please see attached Schedule 1.

**Please complete
legibly, preferably
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SCHEDULE 1

DEFINITIONS

"A Notes" means the £183,000,000 Class A Mortgage Backed Floating Rate Notes due 2032 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the A Temporary Global Note (or any part thereof), the A Permanent Global Note (or any part thereof) and the Definitive A Notes (or any of them);

"A Permanent Global Note" means the A Permanent Global Note (Ordinary A Coupon Only) and the Permanent Global Detachable A Coupon to be issued in respect of the A Notes by the Issuer pursuant to the provisions of the Trust Deed and substantially in the form set out in the Second Schedule to the Trust Deed;

"A Permanent Global Note (Ordinary A Coupon Only)" means the permanent global note representing the principal and ordinary coupon interest entitlement in respect of the A Notes to be issued by the Issuer pursuant to the provisions of the Trust Deed and substantially in the form set out in the Second Schedule to the Trust Deed;

"A Temporary Global Note" means the A Temporary Global Note (Ordinary A Coupon Only) and the Temporary Global Detachable A Coupon to be issued in respect of the A Notes by the Issuer pursuant to the provisions of the Trust Deed and substantially in the form set out in the Second Schedule to the Trust Deed;

"Bank" means Barclays Bank PLC;

"C Notes" means the £3,960,000 Class C Mortgage Backed Floating Rate Notes due 2032 or the amount thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the C Temporary Global Note (or any part thereof), the C Permanent Global Note (or any part thereof) and the Definitive C Notes (or any of them);

"C Permanent Global Note" means the permanent global note to be issued in respect of the C Notes by the Issuer pursuant to the provisions of the Trust Deed and substantially in the form set out in the Second Schedule to the Trust Deed;

"C Temporary Global Note" means the temporary global note to be issued in respect of the C Notes by the Issuer pursuant to the provisions of the Trust Deed and substantially in the form set out in the First Schedule to the Trust Deed;

"CCSL" means Cabot Consumer Services Limited;

"Charged Assets" means the Charged Securities and any cash balances standing from time to time to the credit of the Collateral Account;

"Charged Securities" means the Detachable A Coupons, the Residual Certificates, the MERCs and the C Notes;

"Collateral Account" means the cash account no. 301-0102860-24 and the securities account no. 301-0102860-24-7 opened with the Custodian in accordance with the Custody Agreement;

"Custodian" means Banque Brussels Lambert;

"Custody Agreement" means the custody agreement dated on or about the date of the Deed of Charge between Barclays Bank PLC (as security trustee), the Company and the Custodian;

"Definitive A Notes" means the bearer notes in definitive form to be issued in respect of the A Notes pursuant to, and in circumstances specified in, the Trust Deed and includes any replacements for Definitive A Notes issued pursuant to Condition 13;

"Definitive C Notes" means the bearer notes in definitive form to be issued in respect of the C Notes pursuant to, and in circumstances specified in, the Trust Deed and includes any replacements for Definitive C Notes issued pursuant to Condition 13;

"Definitive Detachable A Coupons" means the definitive detachable A coupons issued pursuant to, and in the circumstances specified in the Trust Deed and includes any replacements for Definitive Detachable A Coupons issued pursuant to Condition 13;

"Detachable A Coupons" means the interest entitlement to the A Notes specified as the Detachable A Coupon and including the Temporary Global Detachable A Coupon (or any part thereof), the Permanent Global Detachable A Coupon (or any part thereof), and the Definitive Detachable A Coupons in respect thereof (or any part of them);

"Guarantee" means a guarantee dated on or about the date of the Deed of Charge between Cabot Consumer Services Limited and Barclays Bank PLC (as security trustee);

"Issue Date" means 3 October 2000;

"Issuer" means Platform Home Loans No. 2 plc;

"MERCs" means the Mortgage Early Redemption Certificates due 2032 issued by Platform Home Loans No. 2 plc on 3 October 2000;

"Permanent Global Detachable A Coupon" means the Detachable A Coupon which is separated from the A Notes while such A Notes are in permanent global form;

"Residual Certificates" means the Residual Certificates due 2032 issued by Platform Home Loans No. 2 plc on 3 October 2000;

"Residual Funding Charge" means the Residual Funding Charge dated on or about the date hereof between the Company and Barclays Bank PLC (as security trustee);

"Secured Term Loan Facility Agreement" means the facility agreement dated on or about the date of the Deed of Charge and made between, *inter alios*, the Company and Barclays Bank PLC;

"Subordinated Loan Agreement" means the subordinated loan agreement dated on or about the date hereof between the Company and CCSL and Barclays Bank PLC (as security trustee);

"Temporary Global Detachable A Coupon" means the Detachable A Coupon which is separated from the A Notes while such A Notes are in temporary global form;

"Transaction Documents" means the Secured Term Loan Facility Agreement, the Residual Funding Charge, the Deed of Charge, the Custody Agreement, the Guarantee and the Subordinated Loan Agreement;

"Trust Deed" means the Trust Deed dated on or about the Issue Date between the Issuer and the Trustee constituting the Instruments; and

"Trustee" means Capita IRG Trustees Limited;

SCHEDULE 2

Amount secured by the mortgage or charge

1. (i) All obligations (whether actual or contingent, present or future) of the Company owed or owing to the Bank under the Transaction Documents; and

(ii) All obligations (whether actual or contingent, present or future) of the Company owed or owing to Cabot Consumer Services Limited under the Transaction Documents (the "**Secured Obligations**").
2. The "**Secured Liabilities**":

(i) the Pledgee shall not be liable for any acts or omissions including, without limitation, acts or omissions with respect to the Charged Assets, except in case of gross negligence or wilful misconduct. The Pledgee shall not be under any obligation to take any steps necessary to preserve any rights in the Charged Assets against any other parties, but it may do so at its option, and all expenses incurred in connection therewith shall be for the account of the Company and shall be part of the Secured Liabilities; and

(ii) all expenses and duties in connection with the Deed of Charge, in particular with regard to the establishment and perfection, enforcement and/or preservation of the Pledgee's rights under this pledge, and the granting of any release, shall be borne by the Company.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04050446

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT DATED THE 3rd OCTOBER 2000 AND CREATED BY PLATFORM FUNDING NO.6 LIMITED FOR SECURING ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC AS PLEDGEE UNDER THE TRANSACTIONS DOCUMENTS (AS DEFINED) AND ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO CABOT CONSUMER SERVICES LIMITED UNDER THE TRANSACTION DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd OCTOBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 2000.

*LC
Pam*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E