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CHFP025

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

2111

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 residual funding charge (the "Deed of Charge") dated 3 October 2000 between

- (1) Platform Funding No.6 Limited (the "Company");
- (2) Barclays Bank PLC (the "Security Trustee"); and
- (3) Cabot Consumer Services Limited ("CCSL").

Amount secured by the mortgage or charge

- (1) All obligations (whether actual or contingent, present or future) of the Company owed or owing to the Bank under the Transaction Documents; and
- (2) All obligations (whether actual or contingent, present or future) of the Company owed or owing to CCSL under the Transaction Documents (the "Secured Obligations").

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

Barclays Bank PLC as Security Trustee,
54 Lombard Street, London.

Postcode EC3V 9EX

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

Clifford Chance Limited Liabilit
200 Aldersgate Street
London
EC1A 4JJ

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0127
23/10/00

Time critical reference

Please see attached Schedule 2.

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)

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
in black type, or
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
in black type, or
bold block lettering**

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 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 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 Trust Deed and substantially in the form set out in the First Schedule to the Trust Deed;

"B Notes" means the £8,500,000 Class B 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 B Temporary Global Note (or any part thereof), the B Permanent Global Note (or any part thereof) and the Definitive B Notes (or any of them);

"B Permanent Global Note" means the permanent global note to be issued in respect of the B 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;

"B Temporary Global Note" means the temporary global note to be issued in respect of the B 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;

"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;

"Charged Securities" means the outstanding Detachable A Coupons due 2000 which were initially issued as part of the Class A Mortgage Backed Floating Rate Notes due 2032 issued

by Platform Home Loans No. 2 plc (the "**Issuer**") on 3 October 2000 (the "**Issue**"), the C Notes issued on the same date therewith and transferred to the Company together with the Detachable A Coupons pursuant to a Coupons and C Note Transfer Agreement dated on or about the date hereof, the Residual Certificates and the MERCs issued on the same date therewith and transferred at the direction of the Sellers to the Company on or about the date hereof;

"Closing Date" means 3 October 2000;

"Conditions" means the Conditions applicable to the Notes, unless the context requires reference to the RC Conditions and/or the MERC Conditions in which case the meaning will include all conditions or any of them, in the form set out in the Fourth, Fifth and Sixth Schedules (respectively) of the Trust Deed, as the same may from time to time be modified in accordance with the Trust Deed and any reference to any particular numbered Conditions shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions;

"Coupons and C Note Transfer Agreement" means the Detachable A Coupons and C Note transfer agreement dated on or about the Closing Date between Morgan Stanley and Platform Funding No.6 Limited;

"Custodian" means Banque Brussels Lambert and any successor thereto as custodian under the Custody Agreement;

"Custody Agreement" means the custody agreement dated on or about the date of the Deed of Charge and made between the Custodian, the Company and the Security Trustee;

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

"Definitive MERCs" means the registered mortgage early redemption certificates in definitive forms to be issued in respect of the MERCs pursuant to, and in circumstances specified in the Trust Deed and includes any replacement for Definitive MERCs issued pursuant to MERC Condition 12;

"Definitive Residual Certificates" means the registered certificates in definitive form to be issued in respect of the Residual Certificates pursuant to, and in circumstances specified in the Trust Deed and includes any replacement for Definitive Residual Certificates issued pursuant to RC Condition 12;

"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);

"Events of Default" means:

- (i) the Company's failure to pay within ten business days any sum due from it under any Transaction Document;
- (ii) any misrepresentation made or deemed to be made by the Company in any of the Transaction Documents or other document;
- (iii) the Company fails duly to comply with any other obligation expressed to be assumed by it in any Transaction Document and such failure is not remedied within ten business days after the Bank has given notice thereof to the Company;
- (iv) the Trustee in respect of the Notes declares the Notes to be due and payable pursuant to Condition 9(a) of the Notes;
- (v) the Company is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the rescheduling of its indebtedness;
- (vi) the Company takes any corporate action or other steps are taken or legal proceedings are started for its winding-up;
- (vii) any execution or distress is levied against, or an encumbrancer takes possession of, the whole or any part of, the property, undertaking or assets of the Company;
- (viii) the Company repudiates any of the Transaction Documents or the Coupons and C Note Transfer Agreement or intends to so repudiate;
- (ix) at any time it is or becomes unlawful for the Company to perform or comply with any or all of its obligations under any of the Transaction Documents or the Coupons and C Note Transfer Agreement or any of such obligations of the Company are not or cease to be legal, valid and binding;
- (x) any of the Transaction Documents which provided any security to any of the parties thereto (other than the Company) for any reason are not or cease to be an effective security in accordance with their terms;

- (xi) The Issuer in respect of the Notes requires or declares that under Condition 5(g) of the Notes, the Notes be redeemed by the Trustee.

"Guarantee" means a guarantee dated on or about the date hereof between CCSL and the Bank;

"Issue Date" means 3 October 2000;

"M Notes" means the £14,500,000 Class M 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 M Temporary Global Note (or any part thereof), the M Permanent Global Note (or any part thereof) and the Definitive M Notes (or any of them);

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

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

"MERC Conditions" means the Conditions applicable to the MERCs, in the form set out in the Sixth Schedule of 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;

"MERCs" means the PF4 MERCs and the PF5 MERCs or the number thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Permanent Global MERC (or any part thereof), the Temporary Global MERC (or any part thereof) and the Definitive MERCs (or any of them);

"Morgan Stanley" means Morgan Stanley & Co International Limited;

"Notes" means the A Notes, the M Notes, the B Notes and the C Notes or any of them;

"Permanent Global Detachable A Coupon" means the permanent global detachable A coupon representing the interest entitlement to be issued 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;

"Permanent Global MERC" means the permanent global MERC to be issued in respect of the MERCs by the Issuer pursuant to the provision of the Trust Deed and substantially in the form set out in the Second Schedule to the Trust Deed;

"Permanent Global Residual Certificate" means the permanent global residual certificate to be issued in respect of the Residual Certificates by the Issuer pursuant to the provision of the Trust Deed and substantially in the form set out in the Second Schedule to the Trust Deed;

"PF4" means Platform Funding No. 4 Limited;

"PF4 Loan" means a mortgage loan originated by a Relevant Originator and acquired by PF4 listed on Schedule 2 to the PF4 Mortgage Sale Agreement and to be sold to the Issuer pursuant to the PF4 Mortgage Sale Agreement;

"PF4 MERCs" means the mortgage early redemption certificates due 2032 issued by the Issuer to PF4 (or as PF4 directs) as part of the consideration payable for the PF4 Loans;

"PF4 Mortgage Sale Agreement" means the mortgage sale agreement dated on or about the Issue Date between *inter alios* PFL, PF4, the Issuer and the Trustee;

"PF4 Residual Certificates" means the residual certificates due 2032 issued by the Issuer to PF4 (or as PF4 directs) as part of the consideration payable for the PF4 Loans;

"PF5" means Platform Funding No. 5 Limited;

"PF5 Loan" means a mortgage loan originated by a Relevant Originator and acquired by PF5, listed on Schedule 2 to the PF5 Mortgage Sale Agreement and to be sold to the Issuer pursuant to the PF5 Mortgage Sale Agreement;

"PF5 MERCs" means the mortgage early redemption certificates due 2032 issued by the Issuer to PF5 (or as PF5 directs) as part of the consideration payable for the PF5 Loans;

"PF5 Mortgage Sale Agreement" means the mortgage sale agreement dated on or about the Issue Date between *inter alios* PFL, PF5, the Issuer and the Trustee;

"PF5 Residual Certificates" means the residual certificates due 2032 issued by the Issuer to PF5 (or as PF5 directs) as part of the consideration payable for the PF5 Loans;

"PF6" means Platform Funding No.6 Limited;

"PFL" means Platform Funding Limited;

"Pledge Agreement" means the pledge agreement dated on or about the date hereof between the Company and the Bank;

"RC Conditions" means the terms and conditions applicable to the Residual Certificates, in the form set out in the Fifth Schedule to the Trust Deed as the same may, from time to time, be modified in accordance with the Trust Deed and any reference in the Trust Deed to a particular numbered RC Condition shall be construed accordingly and references in the RC Conditions to paragraphs shall be construed as paragraphs of such RC Conditions;

"Relevant Originators" means Platform Funding Limited and TMS and **"Relevant Originator"** shall mean either one of them as the context may require;

"Residual Certificates" means the PF4 Residual Certificates and the PF5 Residual Certificates or the number thereof for the time being outstanding or, as the context may require, a specific number thereof and includes the Permanent Global Residual Certificate (or

any part thereof), the Temporary Global Residual Certificate (or any part thereof) and the Definitive Residual Certificates (or any of them);

"Secured Term Loan Facility Agreement" means the facility agreement dated on or about the date hereof and made between, *inter alios*, PF6 and the Bank;

"Sellers" means Platform Funding No.4 Limited and Platform Funding No.5 Limited;

"Subordinated Loan Agreement" means the subordinated loan agreement dated on or about the date hereof between the Company, CCSL and the Security Trustee;

"Temporary Global Detachable A Coupon" means the temporary global detachable A coupon representing the interest entitlement to be issued 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;

"Temporary Global MERC" means the temporary global mortgage early redemption certificate to be issued in respect of the MERCs 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;

"Temporary Global Residual Certificate" means the temporary global residual certificate to be issued in respect of the Residual Certificates 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;

"TMS" means The Money Store Limited (registered number 3319091);

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

"Trust Deed" means the Trust Deed dated on or about the Issue Date between Platform Home Loans No.2 plc and the Trustee constituting the Instruments; and

"Trustee" means Capita IRG Trustees Limited.

SCHEDULE 2

Short Particulars of all the Property Mortgaged or Charged

1. The Company with full title guarantee and as continuing security for the Secured Obligations pursuant to the Deed of Charge, by way of first fixed security:
 - 1.1 has assigned to the Security Trustee all of the Company's rights and benefits under the Custody Agreement, including for the avoidance of doubt all of the Company's rights, title and interest in the Platform No.6 Limited securities account with the Custodian, Account No. 301-0102860-24-7 and the cash account with the Custodian, Account No. 301-0102860-24;
 - 1.2 has charged to the Security Trustee all of the Company's rights, title and interest in and to the Charged Securities and all sums payable or which become payable in respect of the Charged Securities; and
 - 1.3 has charged to the Security Trustee all of the Company's rights, title and interest in and to the Platform No.6 Limited residual account with Barclays Bank PLC, Account No. 90634441, Sort Code: 20-19-90.
2. The Company with full title guarantee has charged to the Security Trustee by way of floating charge the whole of its undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Security Trustee by way of fixed charge by the Deed of Charge.

Note:

1. The floating charge created by the Deed of Charge shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge:
 - 1.1 if the Company is deemed unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986;
 - 1.2 on the convening of any meeting of the members of the Company to consider a resolution concerning whether or not to wind the Company up;
 - 1.3 on the presentation of a petition to wind the Company up; or
 - 1.4 if an application to the court for an administration order in relation to the Company is made by the Company itself or by any other person under Part II of the Insolvency Act 1986 (whether or not a petition for that purpose has been issued); or
 - 1.5 on the occurrence of an Event of Default which has not been remedied in accordance with the provisions of the Secured Term Loan Facility Agreement.
2. The floating charge created by the Deed of Charge, and any fixed charge resulting from the conversion of the floating charge in accordance with Clause 3.3 of the Deed

of Charge, shall rank subordinate to and after any security interest subsisting at the date of the Deed of Charge or at any time prior to the date upon which the floating charge becomes enforceable over any or all of the assets thereby secured except a floating charge or, where applicable, fixed charge expressed to rank pari passu with the floating charge created by the Deed of Charge.

3. The Company shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for perfecting or protecting the security intended to be created by the Deed of Charge and from time to time and at any time after the security created by the Deed of Charge has become enforceable shall execute and do all such assurances, acts and things as the Security Trustee may reasonably require for facilitating the realisation of the assets subject to such security and the exercise of all powers, authorities and discretion vested in the Security Trustee or in any receiver of any such assets. For the purposes of Clause 4 of the Deed of Charge, a certificate signed by the Security Trustee to the effect that any particular assurance or thing required by it is reasonably required shall be conclusive evidence of the fact.

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 RESIDUAL FUNDING CHARGE 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 SECURITY TRUSTEE UNDER THE TRANSACTIONS DOCUMENTS (AS DEFINED) AND ALL OBLIGATIONS DUE OR TO BECOME DUE FROM THE COMPANY TO CCSL 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 Par.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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