

MG01

Particulars of a mortgage or charge



A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
use form MG01s

TUESDAY



LD5 06/12/2011 35

COMPANIES HOUSE

For official use

1 Company details

Company number 0 7 8 3 9 3 8 8

Company name in full Bridestone Financing PLC (the **Loan Note Issuer**)

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01 08 11 11 20 11 11

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description The Deed of Charge dated 18 November 2011 between the parties listed in Schedule 1 hereto (the
Deed of Charge)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Any and all monies, obligations and liabilities and all other amounts
due, owing, payable or owed by the Loan Note Issuer to the Secured
Creditors under the Loan Notes and/or the Transaction Documents
and references to Secured Liabilities includes references to any of
them (the **Secured Liabilities**)

Capitalised terms used in this Form MG01 and not otherwise defined
shall have the meaning given to them in Schedule 3 hereto on the
continuation pages

Continuation page
Please use a continuation page if
you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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Please use a continuation page if
you need to enter more details

Name BNY Mellon Corporate Trustee Services Limited

Address One Canada Square, London, United Kingdom

Postcode E 1 4 5 A L

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars Please see Schedule 2 hereto on the continuation pages for short particulars of the property mortgaged or charged

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;">SCHEDULE 1</p> <p style="text-align: center;">DESCRIPTION OF THE INSTRUMENT CREATING OR EVIDENCING THE CHARGE</p> <p>The Deed of Charge dated 18 November 2011 made between the following parties</p> <ul style="list-style-type: none"> (a) BRIDESTONE FINANCING PLC, a public company incorporated in England and Wales with limited liability (registered number 7839388) and having its registered office at 35 Great St Helen's, London EC3A 6AP (the Loan Note Issuer), (b) BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED, a company incorporated in England and Wales with limited liability (registered number 02631386) and having its registered office at One Canada Square, London E14 5AL in its capacity as security trustee (the Security Trustee, which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of the Deed of Charge), (c) CHARTER MORTGAGES LIMITED, a company incorporated in England and Wales with limited liability (registered number 06749495) and having its registered office at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the Legal Title Owner), (d) CHARTER COURT FINANCIAL SERVICES LIMITED, a company incorporated in England and Wales with limited liability (registered number 06749498) and having its registered office at 2 Charter Court, Broadlands, Wolverhampton, West Midlands WV10 6TD (the Cash Manager, Registrar and Servicer), (e) BARCLAYS BANK PLC, a public company incorporated in England and Wales with limited liability (registered number 1026167) whose registered office is at 1 Churchill Place, London E14 5HP (the Account Bank), (f) BRIDESTONE INVESTMENTS UK LIMITED, a company incorporated in England and Wales with limited liability (registered number 7718907) and having its registered office at 6-8 Underwood Street, London N1 7JQ (the Seller), (g) ELLIOTT INTERNATIONAL L.P., whose registered office is at c/o Maples Corporate Services Limited, P O Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands and whose mailing address is c/o Elliott Management Corporation, 40 West 57th Street, 4th floor, New York, N Y 10019, acting through its investment manager and Attorney-in-Fact, Elliott International Capital Advisors Inc (EILP and a Loan Noteholder), 	

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Short particulars	<p>(h) ELLIOTT ASSOCIATES L.P., whose registered office is at c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801, USA and whose mailing address is c/o Elliott Management Corporation, 40 West 57th Street, 4th floor, New York, NY 10019, acting through Braxton Associates, Inc , General Partners of Elliott Capital Advisors, L P (EALP and a Loan Noteholder), and</p> <p>(i) STRUCTURED FINANCE MANAGEMENT LIMITED, a company incorporated in England and Wales with limited liability (registered number 03853947) and having its registered office at 35 Great St Helen's, London EC3A 6AP (the Corporate Services Provider)</p>	

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;">SCHEDULE 2</p> <p style="text-align: center;">SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</p> <p>1. SECURITY TRUST</p> <p>1.1 Declaration of Trust</p> <p>The Security Trustee holds all of the covenants, undertakings, Security Interests and other rights and benefits made or given under the Deed of Charge and the other Transaction Documents on trust for itself and the other Secured Creditors upon and subject to the terms and conditions of the Deed of Charge</p> <p>2. CREATION OF SECURITY</p> <p>2.1 General</p> <p>(a) All the Security</p> <ul style="list-style-type: none"> (i) is created in favour of the Security Trustee for itself and as trustee on behalf of the other Secured Creditors, (ii) is created over the present and future assets of the Loan Note Issuer, (iii) is security for the payment or discharge of the Secured Liabilities, and (iv) is made with full title guarantee <p>(b) The term all of its rights as used in Clause 3 (Creation of Security) of the Deed of Charge includes, unless the context requires otherwise</p> <ul style="list-style-type: none"> (i) the benefit of all covenants, undertakings, representations, warranties and indemnities, (ii) all powers and remedies of enforcement and/or protection, (iii) all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable, (iv) all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof, and

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Short particulars	<p>(v) all rights under the CCA Trust,</p> <p>in each case, in respect of the relevant Charged Asset</p> <p>2.2 Loans and Mortgages</p> <p>The Loan Note Issuer charged by way of a first fixed charge all of its rights in respect of</p> <p>(a) the Loans and the Mortgages, and</p> <p>(b) all documents relating to the Properties and the Mortgages (including the title deeds and any consents, opinions, certificates and valuations)</p> <p>2.3 Collateral Security</p> <p>The Loan Note Issuer assigned absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charged by way of a first fixed charge), all of its rights in respect of the Buildings Policies, to the extent assigned to the Loan Note Issuer under the Mortgage Portfolio Sale Agreement</p> <p>2.4 Charged Documents</p> <p>The Loan Note Issuer assigned absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charged by way of a first fixed charge), all of its rights in respect of the Charged Documents</p> <p>2.5 Loan Note Issuer Accounts</p> <p>The Loan Note Issuer assigned absolutely, subject to a proviso for re-assignment on redemption (or, to the extent not assignable, charged by way of a first fixed charge), all of its rights in respect of</p> <p>(a) any amount standing from time to time to the credit of the Loan Note Issuer Accounts,</p> <p>(b) all interest paid or payable in relation to those amounts, and</p> <p>(c) all debts represented by those amounts</p> <p>2.6 Miscellaneous</p> <p>The Loan Note Issuer charged by way of a first fixed charge all of its rights in respect of</p>	

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Short particulars	<p>(a) the benefit of all authorisations (statutory or otherwise) held in connection with its use of any Charged Asset, and</p> <p>(b) any compensation which may be payable to it in respect of those authorisations</p> <p>2.7 Floating charge</p> <p>(a) The Loan Note Issuer charged, by way of a first floating charge, all of its assets (including, without limitation, its uncalled capital) other than any assets at any time otherwise effectively charged or assigned by way of fixed charge or assignment under Clause 3 (Creation of Security) of the Deed of Charge</p> <p>(b) Except as provided below, the Security Trustee may, by notice to the Loan Note Issuer, convert the floating charge created under Sub-clause 3.7 (Floating Charge) of the Deed of Charge into a fixed charge as regards any of the Loan Note Issuer's assets subject to the floating charge specified in that notice, if</p> <p>(i) an Event of Default is outstanding,</p> <p>(ii) the Instructing Party considers those assets or any part thereof to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, and/or</p> <p>(iii) a circumstance occurs which the Instructing Party considers to (or to be likely to) prejudice, imperil or threaten the Security</p> <p>(c) Except as provided below, the floating charge created by Sub-clause 3.7 (Floating Charge) of the Deed of Charge will automatically convert into a fixed charge as regards</p> <p>(i) all of the Loan Note Issuer's assets subject to the floating charge, upon the service of an Acceleration Notice, and/or</p> <p>(ii) any assets of the Loan Note Issuer subject to the floating charge, if those assets (contrary to the covenants and undertakings contained in the Transaction Documents)</p> <p>(A) are or become subject to a Security Interest in favour of any person other than the Security Trustee, or</p> <p>(B) are or become the subject of a sale, transfer or other disposition,</p> <p>immediately prior to that Security Interest arising or that sale, transfer or other disposition being made</p>	

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Short particulars	<p>(d) The floating charge created by Sub-clause 3 7 (Floating Charge) of the Deed of Charge may not be converted into a fixed charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under Section 1A of the Insolvency Act 1986</p> <p>(e) The floating charge created by Sub-clause 3 7 (Floating Charge) of the Deed of Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p>	

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Short particulars	<p style="text-align: center;">SCHEDULE 3</p> <p style="text-align: center;">DEFINITIONS</p> <p>Acceleration Notice means a notice issued by the Security Trustee (at the direction of the Majority Loan Noteholders, subject to and in accordance with, the provisions of the Deed of Charge) notifying the Loan Note Issuer at any time thereafter that it requires the Loan Notes to be repaid,</p> <p>Account Bank means Barclays Bank PLC in its capacity as account bank under the Account Bank Agreement together with any successor account bank appointed from time to time,</p> <p>Account Bank Deed means the account bank deed entered into on the Closing Date (as may be amended, restated, varied or supplemented from time to time) between, <i>inter alios</i>, the Account Bank, the Beneficial Title Holder and the Servicer,</p> <p>Account Mandate or Mandate means the account mandates between the Loan Note Issuer and the Account Bank relating to the operation of any of the Loan Note Issuer Accounts in or substantially in the form set out in Schedule 1 to Account Bank Deed and the account mandates between the Loan Note Issuer and the Account Bank relating to the operation of any of the Collection Accounts in or substantially in the form set out in Schedule 2 to the Account Bank Deed,</p> <p>Accounts means the Loan Note Issuer Accounts and the Collection Accounts,</p> <p>Accrued Interest means, in relation to a Loan at any date, interest which has accrued but which is unpaid and not yet due on or before that date (and for this purpose interest shall be deemed to accrue on a daily basis) and so that no interest shall accrue on any date in relation to any period of time after that date,</p> <p>Acquisition Date means 1 August 2011,</p> <p>Administrative Charges mean any reasonable fees and expenses (including out-of-pocket expenses) properly incurred by the Servicer in connection with the administration of any Mortgage contained within the Portfolio,</p> <p>Advance means all of the monies advanced by MSBIL to a Borrower,</p> <p>Agreed Form means, in relation to any document, the draft or any approved copy of the document which has been agreed between the parties hereto and initialed on their behalf for the purposes of identification,</p>	

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Short particulars	<p>Appointee means any attorney, manager, agent, delegate, nominee, custodian or other person appointed by the Security Trustee under the Deed of Charge,</p> <p>Arrears Balance means, in relation to a Mortgage Loan, as at any given date, the aggregate amount of any of the sums which are due and payable but have not been paid by the relevant Borrower in accordance with the terms of the Mortgage Loan as at close of business on that given date including any</p> <ul style="list-style-type: none"> (a) fees and expenses, (b) arrears of interest, (c) arrears of any repayment of capital, and (d) rent and service charge paid by the Seller to an applicable Borrower's reversioner or landlord in relation to leasehold (or in Scotland, long lease) properties and not reimbursed by the applicable Borrower, <p>Arrears of Interest means, in respect of a Loan on a given date, interest, principal (if applicable) and expenses which are due and payable and remain unpaid on that date,</p> <p>Authorised Signatory means in relation to the Account Bank Deed, any authorised signatory referred to in the Mandate, as applicable,</p> <p>Available Principal Receipts means, on a relevant Calculation Date, an amount equal to the aggregate of (without double counting)</p> <ul style="list-style-type: none"> (a) all Principal Receipts received during the immediately preceding Calculation Period, (b) all Available Revenue Receipts which are to be applied on the immediately following Interest Payment Date to credit the Principal Deficiency Ledger, (c) any Additional Principal Amount, (d) any Existing Receipts, (e) all repayments of principal received or expected to be received on or before the next Interest Payment Date in connection with any Existing Receipts Loan (as defined in the Cash Management and Servicing Agreement), and (f) all other amounts of principal which are not Excess Principal Receipts, 	

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Short particulars	<p>less</p> <p>(g) any repayments of the Loan Notes during the immediately preceding Calculation Period, and</p> <p>(h) any payments to acquire further Loans during the immediately preceding Calculation Period</p> <p>Available Revenue Receipts means, on a relevant Calculation Date, an amount equal to the aggregate of (without double counting)</p> <p>(a) all Revenue Receipts received during the immediately preceding Calculation Period and standing to the credit of the Loan Note Issuer Accounts at that date,</p> <p>(b) any Available Principal Receipts to be used as additional Available Revenue Receipts pursuant to item (c) of the Pre-Acceleration Principal Priority of Payment,</p> <p>(c) any Further VFN Subscriptions requested by the Cash Manager on or after that Calculation Date and before the next Interest Payment Date for the purpose of making up Available Revenue Receipts,</p> <p>(d) all interest accrued on the Accounts,</p> <p>(e) any amount of interest received or expected to be received on or before the next Interest Payment Date in connection with any Existing Receipts Loan (as defined in the Cash Management and Servicing Agreement), and</p> <p>(f) any other amounts which do not constitute Principal Receipts (including any Excess Principal Receipts),</p> <p>BACS means the Bankers Automated Clearing System,</p> <p>BACS Amounts means any amounts transferred by the Cash Manager and/or the Servicer (on behalf of the Legal Title Owner) from the Collection Accounts in accordance with the Transaction Documents,</p> <p>Bank of England Base Rate or BBR means the repo rate as set by the Bank of England from time to time (or any replacement thereof from time to time),</p> <p>Beneficial Title Holder means Bridestone Financing PLC,</p> <p>Beneficial Title Purchaser means Bridestone Financing PLC,</p>	

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Short particulars	<p>Beneficial Title Purchaser's Initial Notice means, if and so often as there is an alleged breach of a Part I Seller's Warranty for which the Seller has a liability to the Beneficial Title Purchaser in accordance with the provisions of the Mortgage Portfolio Sale Agreement, the Beneficial Title Purchaser will at any time on or before the relevant date referred to in Clause 9.1 of the Mortgage Portfolio Sale Agreement give notice of such breach to the Seller,</p> <p>Beneficial Title Purchaser's Warranties means the representations and warranties of the Beneficial Title Purchaser contained in Part I of Schedule 3 to the Mortgage Portfolio Sale Agreement,</p> <p>Borrower means a person to whom Bridestone Financing PLC or its predecessor in title has made a Mortgage Loan secured by a Mortgage,</p> <p>Breach of Duty means in relation to any person, a wilful default, fraud, illegal dealing, negligence or material breach of any Transaction Document or any agreement relating hereto, or breach of trust by such person,</p> <p>Business Day means a day (other than a Saturday or Sunday or public holiday in England, Wales or New York) on which commercial banks are open for general business in London and New York,</p> <p>Buy to Let Loans means Loans advanced to Borrowers as a means to finance (or refinance) the purchase or ownership of residential property for the purpose of letting to third parties,</p> <p>Calculation Dates means the first day of each February, May, August and November or, if such day is not a Business Day, the next Business Day,</p> <p>Calculation Period means the period commencing on (and including) the Calculation Date and ending on (but excluding) the next succeeding Calculation Date,</p> <p>Capitalised Arrears means, in relation to a Loan at any date (the determination date), the amount (if any) at such date of any Arrears of Interest in respect of which, at the determination date, each of the following conditions has been satisfied</p> <ul style="list-style-type: none"> (a) the Seller has, by arrangement with the relevant Borrower, agreed to capitalise such Arrears of Interest, and (b) such Arrears of Interest have been capitalised and added to the principal amount outstanding in respect of such Loan, <p>Capitalised Expenses means, in relation to a Loan, the amount of any expense, charge, fee, premium or payment capitalised and added to the principal amount</p>	

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Short particulars	<p>outstanding in respect of such Loan in accordance with the relevant Mortgage Terms,</p> <p>Capped Percentage is equal to 1 <i>minus</i> Loss Percentage,</p> <p>Capped Rate Loan means a Loan in respect of which interest is payable on the Loan at or subject to a capped rate of interest set by reference to a pre-determined rate or series of rates for a fixed period or periods,</p> <p>Cash Management and Servicing Agreement means the cash management and servicing agreement entered into on the Closing Date (as may be amended, restated, varied or supplemented from time to time) between, among others, the Loan Note Issuer, the Cash Manager, the Registrar and the Servicer,</p> <p>Cash Management Services means the cash management and incidental administration services listed in the General Service Specification, the Finance Specification and the Cash Management Specification (and in the event of conflict between any of such specifications, the Cash Management Specification shall take priority),</p> <p>Cash Management Specification means the specification set out at Part 4 of Schedule 1 to the Cash Management and Servicing Agreement,</p> <p>Cash Manager means Charter Court Financial Services Limited in its capacity as cash manager under the Cash Management and Servicing Agreement together with any successor cash manager appointed from time to time,</p> <p>Cash Manager Termination Event means, notwithstanding the right of a Party to the Cash Management and Servicing Agreement to terminate the Cash Management and Servicing Agreement by service of the requisite period of notice pursuant to clause 4.2 of the Cash Management and Servicing Agreement, any Party to Cash Management and Servicing Agreement may terminate the Cash Management and Servicing Agreement immediately on giving notice in writing to the other Parties to the Cash Management and Servicing Agreement for any one or more of the following causes</p> <ul style="list-style-type: none"> (a) if another Party to the Cash Management and Servicing Agreement commits a breach of any fundamental term of the Cash Management and Servicing Agreement, or (b) the Servicer ceases to perform the business of mortgage administration, or (c) where the Legal Title Deed is terminated in accordance with its terms, or 	

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Short particulars	<p>(d) if another Party to the Cash Management and Servicing Agreement is in material and/or persistent breach of the Cash Management and Servicing Agreement and either that breach is not capable of remedy or, if the breach is capable of remedy, that other Party has failed to remedy that breach within 30 business days after receiving written notice requiring it to do so, or</p> <p>(e) if another Party to the Cash Management and Servicing Agreement loses any regulatory approval which is necessary in order to provide or receive some or all of the Services, as the case may be, or any restriction is applied by a Regulator which will prevent that other Party from complying with its obligations under the Cash Management and Servicing Agreement provided that, where such loss of approval or application of restriction applies to the Servicer, it does not result or arise from compliance by the Servicer with any instruction from Bridestone Financing PLC, or</p> <p>(f) if another Party is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or convenes a meeting or compounds with its creditors or if a receiving order is made against it or if an order is made or a resolution is passed for its winding up (otherwise than for the purposes of solvent amalgamation or reconstruction where the resultant entity assumes all the obligations of that Party) or for the appointment of an administrator to manage its affairs, business and property or if an administrator or receiver is appointed over any of its assets or undertakings or if circumstances arise which entitle the court to make a winding-up order or if that other Party takes or suffers any analogous action,</p> <p>CCA means the Consumer Credit Act 1974,</p> <p>CCA Mortgages means any Loans and their Collateral Security (including, without limitation, all Further Advances to be sold to the Purchaser from time to time) which are or become consumer credit agreements (as defined in the CCA),</p> <p>CCA Trust means where the Seller has declared and agreed to hold with effect from the Completion Date all its rights, title, interest and benefit in the Mortgage Loans and their Related Security as bare trustee for the Beneficial Title Purchaser if the Beneficial Title Purchaser has not obtained a CCA licence prior to the Completion Date,</p> <p>Certificate means a certificate held by each Loan Noteholder evidencing the Loan Notes held by him,</p>	

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Short particulars	<p>Charged Assets means all property, assets and undertakings of the Loan Note Issuer the subject of any security created by the Deed of Charge,</p> <p>Charged Documents means the Transaction Documents to which the Loan Note Issuer is a party and all other contracts, documents, agreements and deeds to which it is, or may become, a party (other than the Deed of Charge),</p> <p>CISX Cut-off Date means the Closing Date and, thereafter, the fifth day of each month or, if such a day is not a Business Day, the immediately preceding Business Day,</p> <p>CISX Notification Date means the Closing Date and, thereafter, the twelfth day of each month or, if such a day is not a Business Day, the immediately preceding Business Day,</p> <p>Class means the Class AVF Loan Notes,</p> <p>Class AVF Loan Noteholders means the holders for the time being of the Class AVF Loan Notes as evidenced in the Register,</p> <p>Class AVF Loan Notes means the Class A variable funding loan note due 2045 issued with an initial Principal Amount Outstanding of £50,000,000 and any further Loan Notes ranking <i>pari passu</i> in all respects (or in all respects save for the first payment of interest thereon) so as to form a single series with the Class AVF Loan Notes,</p> <p>Closing Date means on or around 18 November 2011,</p> <p>Collateral Security means Related Security,</p> <p>Collection Accounts means the Direct Debit Collection Account and the Non-Direct Debit Collection Account and each one of such accounts is a Collection Account,</p> <p>Collection Accounts Mandates means the relevant mandates in respect of the Collection Accounts,</p> <p>Collection Accounts Trust means the trust where the Legal Title Owner acknowledged, declared, agreed and gave notice that it shall hold all amounts standing to the credit of the Collection Accounts from time to time upon trust as trustee on behalf of the Loan Note Issuer absolutely in the manner and in the proportions specified in Clause 2 of the Account Bank Deed,</p> <p>Completion means completion of the matters required to be done in accordance with Clause 4 of the Mortgage Portfolio Sale Agreement in respect of that</p>

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Short particulars	<p>Portfolio, all in accordance with the provisions of the Mortgage Portfolio Sale Agreement,</p> <p>Completion Date means 18 November 2011,</p> <p>Conditions means the provisions of the Loan Note Instrument as the same may from time to time be modified in accordance with these presents and any reference in these presents to a particular specified Condition or paragraph of a Condition shall be construed accordingly,</p> <p>Consideration means Purchase Price,</p> <p>Corporate Services Agreement means the corporate services agreement entered into on or about the Closing Date (as may be amended, restated, varied or supplemented from time to time) between the Loan Note Issuer, Holdings, the Share Trustee and the Corporate Services Provider,</p> <p>Corporate Services Provider means Structured Finance Management Limited, a company incorporated in England and Wales in its capacity as corporate services provider to the Loan Note Issuer and to Holdings under a Corporate Services Agreement, together with any successor corporate services provider appointed from time to time,</p> <p>Current Balance means, in respect of any Loan, at any date, the outstanding balance of that Loan (excluding any retentions not released at that date), which for the avoidance of doubt includes without duplication (i) the outstanding principal balance plus (ii) all arrears of interest plus (iii) all Accrued Interest plus (iv) all fees and expenses which have been added to the Borrower's account on or before the date of transfer to the Loan Note Issuer,</p> <p>Data means information in the Loan Files,</p> <p>Data Protection Legislation means</p> <ul style="list-style-type: none"> (a) the EC Data Protection Directive (Directive 95/46/EC), (b) the United Kingdom Data Protection Act 1998, and (c) all other applicable laws and regulations enacted in the United Kingdom relating to or impacting on the processing of personal data and privacy, <p>Deed of Accession means the deed of accession substantially in the form set out in Schedule 4 of the Loan Note Instrument,</p> <p>Deed of Adherence means the Deed of Adherence dated 18 November 2011 made between the Loan Note Issuer, EILP and EALP each as a Loan Noteholder,</p>	

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Short particulars

and in or substantially in the form set out in Schedule 3 of the Loan Note Instrument,

Deferred Consideration means, in respect of any Interest Payment Date prior to service of an Acceleration Notice under the Deed of Charge, the amount of Available Revenue Receipts standing to the credit of the Loan Note Issuer Accounts on that Interest Payment Date other than those applied in accordance with paragraphs (a) to (h) inclusive of the Pre-Acceleration Revenue Priority of Payments (and following or on the service of an Acceleration Notice under the Deed of Charge means any monies applied by the Security Trustee under Clause 7 1 of the Deed of Charge (other than amounts applied under paragraphs (a) to (g))) and is inclusive of VAT (if any),

Direct Debit Claims means any indemnity claims or charges received and/or incurred by the Account Bank as sponsor of the Legal Title Owner under the Direct Debiting Scheme,

Direct Debit Collection Account or **DD Collection Account** means the account in the name of the Legal Title Owner held with the Account Bank and maintained subject to the Account Bank Deed with account number 63883736, sort code 20-19-90 or such additional or replacement account as may be for the time being in place,

Direct Debit Collection Account Mandate means the account mandate between the Legal Title Owner and the Account Bank relating to the operation of the Direct Debit Collection Account and in or substantially in the form set out in Part 1 of Schedule 2 to the Account Bank Deed, or such other account mandate as may for the time being be in place and designated as such,

Direct Debiting Scheme means the system operating from time to time for the manual or automated debiting of bank accounts operated in accordance with the principal rules in force at the date hereof of certain members of the Association for Payment Clearing Services or any system replacing the same,

Directors means the directors of the Loan Note Issuer,

Encumbrance means any mortgage, Standard Security, charge (whether fixed or floating), pledge, lien, right of set-off, hypothecation, right to acquire, right of pre-emption, option, conversion right, third party right or interest, assignment for the purpose of providing security, assignation in security, trust arrangement in the nature of security, security interest or other encumbrance of any kind securing any obligation of any person or any other type of preferential arrangement having a similar effect (including, without limitation, the deposit of monies or property with a person with the primary intention of affording such person a right of set-off or lien and title transfer and/or retention arrangements)

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>and any agreement, whether conditional or otherwise to create or grant any of the same,</p> <p>Enforcement Procedures means the procedures for the enforcement of Mortgages and any guarantees set out in the Service Specifications current from time to time,</p> <p>English Loan means a Loan secured by an English Mortgage,</p> <p>English Mortgage means a Mortgage over an English Property,</p> <p>English Property means a property located in England or Wales,</p> <p>Estimated Initial Consideration means, in relation to the Portfolio, the Purchase Price,</p> <p>Event of Default means each of the following if</p> <ul style="list-style-type: none"> (a) the Loan Note Issuer fails to pay any amount payable hereunder within ten Business Days after the due date for payment, or (b) there has been a deferral of any interest on the Class AVF Loan Notes under Clause 8 (Deferral) of the Loan Note Instrument on two consecutive Interest Payment Dates, or (c) the Loan Note Issuer commits a breach of or fails to comply with any provision of this Instrument or the Transaction Documents to which it is a party and such breach or failure is, in the opinion of the Majority Loan Noteholders, material, or (d) any order is made by any competent court or any resolution is passed for the winding up or dissolution of the Loan Note Issuer save for the purposes of reorganisation on terms approved in writing by either the Majority Loan Noteholders or, if no Loan Note is outstanding, all of the other Secured Creditors, or (e) the Loan Note Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of reorganisation on terms approved in writing by either the Majority Loan Noteholders, or, if no Loan Note is outstanding, all of the other Secured Creditors, or the Loan Note Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due or the value of its assets falls to less than the amount of its liabilities (taking into account its contingent and prospective liabilities) or is deemed unable to pay its debts pursuant to or

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>for the purposes of any applicable law or is adjudicated or found bankrupt or insolvent, or</p> <p>(f) (i) proceedings are initiated against the Loan Note Issuer under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including, but not limited to, application to the court for an administration order, the filing of documents with the court for the appointment of an administrator or the service of a notice of intention to appoint an administrator) or an administration order is granted or the appointment of an administrator takes effect or an administrative or other receiver, manager or other similar official is appointed, in relation to the Loan Note Issuer or in relation to the whole or any part of the undertaking or assets of the Loan Note Issuer or an encumbrancer takes possession of the whole or any part of the undertaking or assets of the Loan Note Issuer, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of the Loan Note Issuer and (ii), in the case of any such possession or any such last-mentioned process, unless initiated by the Loan Note Issuer, is not discharged or otherwise ceases to apply within 14 days, or</p> <p>(g) the Loan Note Issuer (or its directors or shareholders) initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or takes steps with a view to obtaining a moratorium in respect of any of its indebtedness or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors),</p> <p>Excess Principal Receipts means, in respect of a Calculation Date, an amount equal to</p> <p>(a) the aggregate Loan Principal Receipts for each Loan, less</p> <p>(b) the aggregate Principal Receipts for all Loans,</p> <p>provided that if this results in an amount less than zero, the amount is deemed to be zero,</p> <p>Exchange Act means the U S Securities Exchange Act of 1934,</p> <p>Existing Receipts means</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) all payments received in respect of the Loans on or after the Acquisition Date but prior to the Closing Date, whether principal or interest and whether as all or part of a Monthly Payment in respect of any Loan, on redemption (including partial redemption) of any Loan, on enforcement of such Loan (including the proceeds of sale of such Loan), on the disposal of such Loan or otherwise (including payments pursuant to any Insurance Policy) in respect of such Loan excluding any fees paid by the Borrower in accordance with Clause 13 14 of the Cash Management and Servicing Agreement, plus</p> <p>(b) an amount equal to the Principal Amount Outstanding in respect of all Loan Notes less the Purchase Price in respect of all Mortgage Loans, provided that if this results in an amount less than zero, the amount is deemed to be zero,</p> <p>Extraordinary Resolution means the provisions for meetings of Loan Noteholders as described in paragraph 19 of Schedule 2 of the Loan Note Instrument,</p> <p>Final Maturity Date means the Interest Payment Date falling in June 2045,</p> <p>Finance Service Specification means the specification set out at Part 3 of Schedule 1 to the Cash Management and Servicing Agreement,</p> <p>Fitch means Fitch Ratings Limited and any successor to its ratings business,</p> <p>FSA means the Financial Services Authority as defined in the FSMA,</p> <p>FSA Handbook means the Financial Services Authority's handbook of rules and guidance,</p> <p>FSMA means the Financial Services and Markets Act 2000,</p> <p>Further Advance means in relation to a Loan and its related Mortgage any advance of further monies (including advances of any Retention) to a Borrower made on the security of the relevant Mortgage after the date of completion of such Mortgage,</p> <p>Further VFN Subscription means the further advance as requested to the Class AVF Noteholders by the Loan Note Issuer, or the Cash Manager acting on its behalf,</p> <p>Further VFN Subscription Amounts means an amount as required under a Further VFN Subscription Notice and requested from each Class of Loan Noteholders,</p>	

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

Further VFN Subscription Notice means a notice received by the Loan Note Issuer (or the Cash Manager on behalf of the Loan Note Issuer) from the Cash Manager pursuant to the Servicing and Cash Management Agreement requesting that the Loan Note Issuer request a further advance from the Class AVF Loan Noteholders and specifying the amount of such additional requested advance,

General Service Specification means the specification set out at Part 1 of Schedule 1 to the Cash Management and Servicing Agreement,

Holdings means Bridestone Financing Holdings Limited, a special purpose vehicle incorporated in England and Wales as a private limited company (registered number 07839337),

ICOB means the Insurance Conduct of Business sourcebook of the FSA, as amended, supplemented and restated from time to time, as set out in the FSA Handbook,

Indemnifying Party means any person or persons other than the Loan Note Issuer who (instead of the Loan Note Issuer) has paid any amount payable by the Loan Note Issuer under Sub-clause 13 2 (Remuneration) of the Deed of Charge,

Individual Buildings Policies means in relation to each Property (a) any buildings insurance policy taken out by a Borrower, or (b) (in the case of leasehold Property) any buildings insurance policy taken out by a Borrower, the landlord of a Borrower, a superior landlord or a management company under the lease of such Property,

Initial Subscriber means EILP, EALP or both of them, as context requires,

Initial Term means the period from and including the date of the Mortgage Portfolio Sale Agreement to and including the fifth anniversary of the date of the Mortgage Portfolio Sale Agreement,

Initial VFN Subscription Amount means the initial amount subscribed for the Loan Notes pursuant to the Subscription Agreement,

Insolvency Event means

- (a) an order is made or an effective resolution passed for the winding up of the relevant entity, or
- (b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business, or

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>(c) an encumbrancer takes possession or a receiver, administrator, administrative receiver or other similar officer is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days, or</p> <p>(d) the relevant entity is unable to pay its debts as they fall due,</p> <p>Insolvency Regulation means the EC Regulation on Insolvency Proceedings 2000 (Council Regulation (EC) No 1346/2000 of 29 May 2000),</p> <p>Instructing Party means the Majority Loan Noteholders or if no Loan Note is outstanding, all of the other Secured Creditors,</p> <p>Insurance Contracts means the properties in possession policy, the contingency insurance policy and the insurance on the property and any other additional, substitute or replacement insurance contract or policies arranged by the Seller from time to time relating to the Loans,</p> <p>Interest Amount means the amounts determined by the Cash Manager, as soon as practicable and not later than 1 00 p m (London time) on the Business Day immediately preceding each Interest Payment Date, which are payable in respect of interest in respect of the Class AVF Loan Notes for the relevant Interest Period ending immediately before that Interest Payment Date,</p> <p>Interest Determination Date means the first day of the Interest Period for which the rate will apply or, in respect of the first Interest Period shall mean the Closing Date,</p> <p>Interest Payment Date means the 12th day of each February, May, August and November or, if such a day is not a Business Day, the immediately preceding Business Day commencing on the first Interest Payment Date, which shall be 13 February 2012, and the final Interest Payment Date shall be the date on which all Loan Notes are redeemed in full,</p> <p>Interest Period means, (i) the period from and including the Closing Date up to and excluding the first Interest Payment Date and (ii) each subsequent period from and including that or any subsequent Interest Payment Date up to and excluding the next Interest Payment Date,</p> <p>Irrecoverable VAT means any amount in respect of VAT incurred by a party to the Transaction Documents (for the purposes of this definition, a Relevant Party) as part of a payment in respect of which it is entitled to be indemnified under the relevant Transaction Documents to the extent that the Relevant Party does not or</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Short particulars	<p>will not receive and retain a credit or repayment of such VAT as input tax (as that expression is defined in Section 24(1) of the Value Added Tax Act 1994) for the prescribed accounting period (as that expression is used in Section 25(1) of the Value Added Tax Act 1994) to which such input tax relates,</p> <p>KYC means "Know Your Client",</p> <p>Land Registry means the Land Registry for England and Wales and in respect of a property in Scotland, Land Registry for Scotland or Register of Sasines (and each of them a Land Registry),</p> <p>Ledgers means each of the Share Capital Ledger, the Principal and Revenue Holding Ledger and the Principal Deficiency Ledger,</p> <p>Legal Title Deed means the legal title deed dated on or about the Closing Date, between the Legal Title Owner and the Loan Note Issuer,</p> <p>Legal Title Owner means Charter Mortgages Limited,</p> <p>Legal Title Owner's Warranties means the representations and warranties of the Legal Title Owner contain in Part II of Schedule 3 to the Mortgage Portfolio Sale Agreement,</p> <p>Lending and Mortgage Conditions means the lending criteria and policies used by MSBIL in connection with the origination of its Mortgage Loans including those in the Portfolio, as set out in annexure 1 of the Mortgage Portfolio Sale Agreement,</p> <p>Liability means, in respect of any person, any losses, damages, costs, charges, claims, demands, expenses, judgments, actions, proceeding or other liability whatsoever (including, without limitation in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and legal fees, penalties incurred by that person, together with any VAT charged or chargeable in respect thereof, and expenses on a full indemnity basis,</p> <p>LIBOR means</p> <p>(a) in relation to the Loan Notes in respect of time in any Interest Period</p> <p>(i) the display rate for sterling three-month or, in respect of the first Interest Period for the period from and including the Closing Date to, but excluding, 13 February 2012 the linear interpolation of two months and three months sterling deposits which appears on the display designated as the British Bankers Association's Interest Settlement Rate as quoted on the Reuters Money News</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Service BBA Page as Reuters Page LIBOR01 (or such other page or service as may replace page LIBOR01 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 first Business Day of the Interest Period or, in respect of the first Interest Period in respect of the period from and including the Closing Date to but excluding 13 February 2012, the Closing Date and in respect of the period from and including the 13 February 2012 to but excluding the Interest Payment Date falling in May 2012, 13 February 2012, or</p> <p>(ii) if no such display rate is available on such day, the rate per annum determined by the Cash Manager as the mean of rates offered by those of the Reference Banks offering rates to prime banks in the London Interbank Market for three-month deposits in sterling at or about 11 00 a m on the day LIBOR is to be determined in accordance with paragraph (a)(i) above, and</p> <p>(b) in relation to the Loans in respect of time in any Week, such rate determined in accordance with the relevant Lending Policy,</p> <p>Licence means a licence issued under the CCA,</p> <p>Limit means, in respect of a Loan, an amount equal to the Loss Percentage multiplied by the Outstanding Principal Balance of that Loan on the Closing Date,</p> <p>Listing Sponsor means Ogier Corporate Finance Limited,</p> <p>Loan means Mortgage Loan,</p> <p>Loan Files means, in relation to a Mortgage Loan, the customer file (in paper and/or electronic form) including internal file notes and correspondence both prior to and after completion of the Mortgage Loan maintained by MBSIL, the Seller or its agents on its behalf, but excluding the Title Deeds,</p> <p>Loan Note Instrument means the loan note instrument entered into by the Loan Note Issuer, constituting the Loan Note,</p> <p>Loan Note Issuer means Bridestone Financing PLC,</p> <p>Loan Note Issuer Accounts means the Transaction Account together with any other bank account in which the Loan Note Issuer has an interest from time to time,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Loan Noteholders means the Class AVF Loan Noteholders,</p> <p>Loan Notes mean the Class AVF Loan Notes issued on the Closing Date by the Loan Note Issuer,</p> <p>Loan Principal Receipts means, in respect of a Loan on a Calculation Date, an amount equal to any payment in respect of principal received in respect of such Loan (including payments pursuant to any Insurance Contracts) in the immediately preceding Calculation Period, whether as all or part of a Monthly Payment in respect of such Loan, on redemption (including partial redemption) of such Loan, on enforcement of such Loan (including the proceeds of sale of the relevant Property) or on the disposal of such Loan or otherwise (without double counting but including principal received or treated as received after completion of the enforcement procedures),</p> <p>Loss Percentage means 39.7 per cent, or such other percentage as the Loan Note Issuer and the Majority Loan Noteholders may agree from time to time,</p> <p>Losses means all realised losses in respect of principal on the Loans in excess of the Limit in respect of those Loans,</p> <p>LP (MP) Act means the Law of Property (Miscellaneous Provisions) Act 1994,</p> <p>Majority Loan Noteholders means Loan Noteholders together holding more than 50 per cent of the aggregate Principal Amount Outstanding of the Class AVF Loan Notes in issue and outstanding,</p> <p>Master Definitions and Construction Schedule means the Master Definitions and Construction Schedule signed by, <i>inter alia</i>, the Issuer and the Security Trustee dated on or about the Closing Date, as the same may be amended, restated and supplemented from time to time and which sets out certain common terms and definitions,</p> <p>Maximum AVF Loan Note Amount means £50,000,000 (or such other amount as agreed between the Class AVF Loan Noteholders and the Loan Note Issuer from time to time),</p> <p>MSBIL means Morgan Stanley Bank International Limited,</p> <p>MHA Documentation means an affidavit, consent or renunciation granted in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 and/or (as applicable) the Civil Partnership Act 2004 in connection with a Scottish Mortgage or its relevant Property,</p> <p>Minimum Balance means, unless the Account Bank otherwise agrees in writing but subject to Sub-clause 3.5 (Direct Debit Claims and Other Unpaid Claims) of</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>the Account Bank Deed, the Legal Title Owner, the Servicer and the Cash Manager must, at all times after the balance on the Direct Debit Collection Account first reaches £25,000, maintain a minimum balance on the Direct Debit Collection Account of £25,000,</p> <p>Month means calendar month,</p> <p>Monthly Payment means, in respect of a Loan, the monthly payments required to be made by the relevant Borrower in respect of such Loan in accordance with the relevant Mortgage Terms,</p> <p>Monthly Payment Date means the first Business Day of each Month or such other date as referred to in the Lending and Mortgage Conditions as the monthly payment date under the relevant Mortgage,</p> <p>Moody's means Moody's Investors Services Limited and any successor to its ratings business,</p> <p>Mortgage means (i) a charge by way of a legal mortgage over a Property in England or Wales or (ii) a standard security over a Property in Scotland in each case securing a Mortgage Loan (other than a Shortfall Loan) comprised in the Portfolio,</p> <p>Mortgage Deed means, in respect of a Mortgage, any instrument or deed which documents the particulars of that Mortgage,</p> <p>Mortgage Interest Commencement Date means in respect of any Loan the date from and including and in respect of which interest first accrues under that Loan,</p> <p>Mortgage Loan means the aggregate of the outstanding balance of any Advance, any Accrued Interest, Arrears Balance and any fees, costs and other amounts owing to the Seller (or MBSIL) from the Borrower (including all capitalised sums) which (other than the Shortfall Loans) are secured by a Mortgage comprised in the Portfolio,</p> <p>Mortgage Portfolio Sale Agreement means the mortgage portfolio sale agreement entered into on or about the Closing Date by the Seller, the Legal Title Owner, the Purchaser and each Option Holder regarding the sale of the Loans by the Seller to the Purchaser,</p> <p>Mortgage Rate means in respect of each Loan, the rate at which the Borrower is charged interest on that Loan, in accordance with the relevant Loan's Mortgage Terms and its particular Product,</p> <p>Mortgage Terms means all the terms and conditions applicable to a Loan,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Most Senior Loan Notes means the Class AVF Loan Notes,</p> <p>Non-Direct Debit Collection Account means the account held by the Legal Title Owner with the Account Bank or such additional or replacement account as may be for the time being in place with account number 33493830, sort code 20-19-90,</p> <p>Non-Direct Debit Collection Account Mandate means the account mandate between the Legal Title Owner and the Account Bank relating to the operation of the Non-Direct Debit Collection Account and in or substantially in the form set out in Part 2 of Schedule 2 to the Account Bank Deed, or such other account mandate as may for the time being be in place and designated as such,</p> <p>Notice means, in respect of notice to be given to Loan Noteholders, a notice validly given pursuant to Clause 15 of the Loan Note Instrument,</p> <p>Option Holder means Elliott International L P or Elliott Associates L P and Option Holders means both of them,</p> <p>Other Unpaid Claims means any claims or charges received and/or incurred by the Account Bank in respect of any other unpaid sums (including but not limited to cheques, card charge-backs and payment reversals),</p> <p>Outstanding Principal Balance has the meaning given to the term Current Balance but only in respect of principal amounts,</p> <p>Party means a party to any of the Transaction Documents,</p> <p>Part I Seller's Warranty means the Seller's Warranty contained in Part I of Schedule 1 to the Mortgage Portfolio Sale Agreement,</p> <p>Portfolio means the portfolio of Loans (and their Collateral Security) listed in annexure 2 of the Mortgage Portfolio Sale Agreement,</p> <p>Post-Acceleration Priority of Payments means all moneys received or recovered by the Security Trustee or any Receiver in respect of the Charged Assets following service of an Acceleration Notice which are held by it on trust to be applied in the following order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full)</p> <p>(a) <i>first</i>, in or towards payment of the remuneration, costs and expenses, and all other amounts due and payable by the Loan Note Issuer under the Deed of Charge, to the Security Trustee, any Appointee and any Receiver appointed by the Security Trustee under the Deed of Charge and in retention of an amount which the Security Trustee considers necessary to pay any such amounts that it considers will thereafter</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>become due and payable, to the extent it considers that moneys received by it or any Receiver thereafter for application in accordance with the Post-Acceleration Priority of Payments will be insufficient and/or will not be received in time to pay such amounts,</p> <p>(b) then, in or towards reimbursement of any amounts paid by any Indemnifying Parties as contemplated by Sub-clause 13 2(d) of the Deed of Charge, together with interest thereon as provided in Sub-clause 13 2(e) of the Deed of Charge,</p> <p>(c) <i>then</i>, on a <i>pro rata</i> basis, in or towards payment of the remuneration, costs and expenses, and all other amounts due and payable by the Loan Note Issuer under the Transaction Documents, to the Servicer, the Account Bank, the Cash Manager, the Legal Title Owner, the Registrar and the Corporate Services Provider,</p> <p>(d) <i>then</i>, in or towards payment of all amounts of interest due or overdue (including interest on interest) by the Loan Note Issuer in respect of the Class AVF Loan Note,</p> <p>(e) <i>then</i>, in or towards payment of all amounts of principal due or overdue by the Loan Note Issuer in respect of the Class AVF Loan Note,</p> <p>(f) <i>then, pari passu and pro rata</i> in or towards payment of all amounts of interest due or overdue (including interest on interest) by the Loan Note Issuer in respect of any Notes subordinated to the Class AVF Loan Notes,</p> <p>(g) <i>then, pari passu and pro rata</i> in or towards payment of all amounts of principal due or overdue by the Loan Note Issuer in respect of any Notes subordinated to the Class AVF Loan Note, and</p> <p>(h) <i>then</i>, in or towards payment of Deferred Consideration to the Seller or any of its assignees as notified in writing to the Security Trustee,</p> <p>Potential Event of Default means any condition, event or act which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition, would constitute an Event of Default,</p> <p>Power of Attorney means</p> <p>(a) pursuant to the Deed of Charge, the power of attorney granted by the Loan Note Issuer substantially in the form set out in Schedule 1 to the Deed of Charge, and</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) pursuant to the Cash Management and Servicing Agreement, the power of attorney in the form annexed as Schedule 5 of the Cash Management and Servicing Agreement agreed between the parties and executed by the Legal Title Owner in favour of the Servicer bestowing on the Servicer authority necessary to enable the Servicer to act on the Legal Title Owner's behalf to the extent required and permitted and in the name of the Legal Title Owner,</p> <p>Pre-Acceleration Principal Priority of Payments means, notwithstanding the Security but subject to Sub-clause 6 1 (Application) of the Deed of Charge, the Loan Note Issuer (or the Cash Manager on its behalf) will prior to service of an Acceleration Notice which has not been withdrawn withdraw Available Principal Receipts standing to the credit of the Loan Note Issuer Accounts on each Interest Payment Date to be applied in accordance with the following order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full)</p> <p>(a) <i>first</i>, in or towards payment of all amounts of principal due or overdue by the Loan Note Issuer or otherwise payable (whether or not due) in respect of the Class AVF Loan Notes,</p> <p>(b) <i>second</i>, in or towards payment of all amounts of principal due or overdue by the Loan Note Issuer or otherwise payable (whether or not due) in respect of any Notes subordinated to the Class AVF Loan Notes, and</p> <p>(c) <i>then</i>, to be used as additional Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments,</p> <p>Pre-Acceleration Revenue Priority of Payments means, notwithstanding the Security but subject to Sub-clause 6 1 (Application) of the Deed of Charge, the Loan Note Issuer (or the Cash Manager on its behalf) will prior to service of an Acceleration Notice which has not been withdrawn withdraw Available Revenue Receipts standing to the credit of the Loan Note Issuer Accounts on each Interest Payment Date (or on another date in respect of payments made to satisfy a liability of the type described in paragraphs (a) or (c) below if those payments are due on that other date) to be applied in accordance with the following order of priority (in each case, only to the extent that payments of a higher order of priority have been made in full)</p> <p>(a) <i>first</i>, in or towards payment of the remuneration, costs and expenses, and all other amounts due and payable, and provision for any such amounts that will become due and payable before the next Interest Payment Date, by the Loan Note Issuer under the Deed of Charge, to the Security</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- Trustee and any Appointee appointed by the Security Trustee under the Deed of Charge,
- (b) *then*, on a *pro rata* basis, in or towards payment of the remuneration, costs and expenses due and payable by the Loan Note Issuer under the Transaction Documents to the Servicer, the Account Bank, the Cash Manager, the Registrar, the Legal Title Owner and the Corporate Services Provider,
 - (c) *then*, in or towards payment of amounts due and payable, or provisions for amounts that will become due and payable before the next Interest Payment Date, by the Loan Note Issuer to third parties (excluding, for the avoidance of doubt, those referred to in paragraphs (a) and (b) above) under obligations properly incurred in the course of the Loan Note Issuer's business including the provision for and payment of the Loan Note Issuer's liability (if any) to corporation tax (and in the case of corporation tax only, to the extent such liability to corporation tax cannot be met out of amounts retained under paragraph (d) below),
 - (d) *then*, in or towards payment to the Loan Note Issuer or other person entitled to it of an amount equal to 0.01 per cent of the Available Revenue Receipts as at each Interest Payment Date or such lesser amount as may be determined from time to time by the directors of the Loan Note Issuer acting in good faith (pursuant to their obligation to review such amount),
 - (e) *then*, in or towards payment of all amounts of interest due or overdue (including interest on interest) by the Loan Note Issuer in respect of the Class AVF Loan Notes,
 - (f) *then*, in or towards a credit to the Principal Deficiency Sub-Ledger for the Class AVF Loan Notes in an amount up to the amount necessary to eliminate any debit on that ledger,
 - (g) *then, pari passu and pro rata* in or towards payments of interest due or overdue (including interest on interest) by the Loan Note Issuer in respect of any Notes subordinated to the Class AVF Loan Notes,
 - (h) *then, pari passu and pro rata* in or towards a credit to the Principal Deficiency Sub-Ledger for any Note subordinated to the Class AVF Loan Notes in an amount up to the amount necessary to eliminate any debit on that ledger, and
 - (i) *then*, in or towards payment of Deferred Consideration to the Seller or any of its assignees as notified in writing to the Security Trustee,

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Principal Amount Outstanding means with respect to any Loan Note as at a particular date (the **Reference Date**) the total amount of all drawings under the relevant Loan Note on and since the Closing Date less the aggregate amount of all principal repayments in respect of such Loan Note which have been made since the Closing Date and not later than the Reference Date,

Principal and Revenue Holding Ledger means the ledger of such name maintained by the Cash Manager pursuant to the Cash Management and Servicing Agreement established for the purpose of holding Revenue Receipts, Principal Receipts and/or Further VFN Subscription Amounts,

Principal Deficiency Ledger means ledger of such name maintained by the Cash Manager pursuant to the Cash Management Agreement and established to record any Losses on the Loans,

Principal Deficiency Sub-ledger means the sub-ledger which corresponds to the Class AVF Loan Notes,

Principal Ledger means the ledger of such name maintained by the Cash Manager pursuant to the Cash Management and Servicing Agreement to record all Principal Receipts on the Mortgage Loans,

Principal Receipts means, in respect of a Loan on a Calculation Date, the Loan Principal Receipts required to be applied as Available Principal Receipts to ensure that, upon the Outstanding Principal Balance of such Loan becoming zero and taking into account all amounts applied as Available Principal Receipts in respect of such Loan on each previous Interest Payment Date, the aggregate amount applied as Available Principal Receipts in respect of such Loan will be equal to

- (a) the Outstanding Principal Balance of such Loan on the Closing Date, multiplied by
- (b) the Capped Percentage,

Priority of Payments means the Pre-Acceleration Principal Priority of Payments, the Pre-Acceleration Revenue Priority of Payments or the Post-Acceleration Priority of Payments, as the case may be,

Product means an individual mortgage product with a unique product identifier offered by the Seller to its customers, as detailed in a Production Specification Sheet,

Product Specification Sheet means the product specifications set out in the Lending Criteria,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Property means, in relation to a Loan and its related Mortgage, the freehold, heritable or leasehold residential English Property or Scottish Property upon which the relevant Loan is secured,</p> <p>Prudent Mortgage Lender means a reasonably prudent mortgage lender lending to (a) borrowers with impaired credit, or (b) Buy to Let Loans, in each case secured by way of a first ranking mortgage over the property and in England, Wales or Scotland,</p> <p>Purchase Price means, in relation to the Mortgage Loans, an amount equal to the sum of</p> <ul style="list-style-type: none"> (a) 60.3 per cent of the aggregate Current Balance of the Portfolio as at the close of business on the Completion Date, (b) the amount of Existing Receipts actually received on or after Acquisition but prior to the Completion Date, <p>provided that, in relation to any individual Mortgage Loan, Purchase Price means 60.3 per cent of the Current Balance of the relevant Mortgage Loan as at the close of business on the Completion Date and in each case, the Purchase Price is inclusive of VAT, if any,</p> <p>Purchaser means Bridestone Financing PLC, having its registered office at 35 Great St Helen's, London EC3A 6AP,</p> <p>Purchaser's Account means the Transaction Account,</p> <p>Purchaser's Group means the Purchaser, its parent and any other subsidiary undertaking or parent undertaking of its parent for the time being and any subsidiary undertaking for the time being of any parent undertaking of its parent,</p> <p>Purchaser's Warranties means the warranties set out in Part 1 of Schedule 3 to the Mortgage Portfolio Sale Agreement,</p> <p>Rate of Interest means the rate of interest payable from time to time in respect of the Loan Notes, which will be determined on the basis of the provisions under Clause 4.2 of the Loan Note Instrument,</p> <p>Rating Agency means the internationally recognised rating agencies and, as at the date of the Master Definitions and Construction Schedule, means Fitch, Moody's and S&P,</p> <p>Receiver means an administrative receiver, a receiver and manager and a receiver of all or any part of the Charged Assets, in each case, appointed under or pursuant to the Deed of Charge,</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Reference Banks means the principal London offices of Barclays Bank plc, Lloyds Banking Group plc and Citibank N A or such other bank as may from time to time be agreed between the Servicer and the Purchaser,

Register means a register caused by Loan Note Issuer to be maintained at the registered office of the Registrar showing the amount of the Loan Notes for the time being in issue, any increases in the Principal Amount Outstanding of the Loan Notes as a result of the payment of any Further VFN Subscription Amounts, any decreases in the Principal Amount Outstanding of the Loan Notes as a result of the redemption in whole or in part of the Loan Notes, the date of issue and all subsequent transfers or changes of ownership of the Loan Notes and the names and addresses of the Loan Noteholders and the amounts of Loan Notes held by them respectively,

Registered Land means land, title to which is registered at the Land Registry,

Registered Transfer means, in relation to each Portfolio of the Seller, a transfer of title to the English Mortgages comprised in that Portfolio (in the form of a Form TR4) in favour of the Legal Title Owner listing the Properties in alphanumeric order by their registered title number,

Registers of Scotland means the Land Register of Scotland and/or the General Register of Sasines,

Registrar means Charter Court Financial Services Limited in its capacity as registrar under the Cash Management and Servicing Agreement together with any successor registrar appointed from time to time,

Regulated Business means any activity which is subject to the requirements for authorisation under FSMA,

Regulated Mortgage Activity means a regulated activity (as defined in Section 22 of the Financial Services and Markets Act 2000) in respect of a regulated mortgage contract (as defined in Article 61(3) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended),

Regulated Mortgage Contract has the meaning given to it in article 61(3)(a) of the Financial Services and Markets (Regulated Activities) Order 2001,

Regulator means any person having regulatory and/or supervisory authority over all or any part of (a) the Services, or (b) the business of the Servicer, the Legal Title Owner or Bridestone Financing PLC,

Related Security means, in relation to a Mortgage Loan, the Mortgage relating thereto and all other collateral security for and rights in respect of such Mortgage Loan including (but not limited to) (1) the benefit of all affidavits, declarations,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>consents, renunciations, waivers, deeds of postponement, ranking agreements and any rights against any person or persons in connection with the origination and completion of such Mortgage Loan and (2) the benefit of (including notations of interest on) Individual Buildings Policies and any life policies, life policy assignments, assignments, priority letters, pension policies, deposited, charged, obtained, or held in connection with the relevant Mortgage Loan, Mortgage and/or Property (3) (to the extent assignable without the consent of the relevant counterparty) all causes and rights of action (whether assigned to the Beneficial Title Purchaser or the Legal Title Owner or otherwise) against valuers, solicitors, the relevant Land Registry or any other person in connection with any valuation report, valuation, opinion, certificate, consent or other statement of fact or opinion given in connection with, or any act or omission in respect of, the relevant Mortgage Loan, Mortgage and/or Property) and (4) guarantees, assignments, assignments, searches, indemnities and related documentation and any other deed or document providing ancillary security or indemnity for repayment of any sums due from time to time under the relevant Mortgage Loan,</p> <p>Relevant Company means any other party (instead of the Loan Note Issuer) to any Transaction Document with whom neither the Security Trustee nor any director or officer or holding company, Subsidiary or associated company of a corporation acting as a trustee under the Deed of Charge shall by reason of its or his fiduciary position be in any way precluded from entering into or being interested in any contract or financial or other transaction or arrangement,</p> <p>Relevant Person means any Borrower or any guarantor of such Borrower's obligations under a relevant Mortgage which has been transferred to the Purchaser,</p> <p>Remedy Period means, if the Seller states in the Seller's Counter-Notice that it considers that the breach is capable of remedy, the Seller will be entitled to remedy the breach at any time within the immediately following 65 days irrespective of the fact that the matter complained of should have been dealt with prior to the Mortgage Loan being made, and the Beneficial Title Purchaser will, subject to the Seller discharging the reasonable costs incurred by the Beneficial Title Purchaser, consult and work with the Seller with a view to all reasonable steps proposed in the Seller's Counter-Notice being taken to remedy the breach,</p> <p>Repayment Loans means Loans in respect of which the Borrower is obliged to make monthly repayments of principal so that the entire principal amount of such Loan is repaid by its stated maturity date,</p> <p>Revenue Ledger means the ledger of such name maintained by the Cash Manager pursuant to the Cash Management and Servicing Agreement to record all Revenue Receipts on the Mortgage Loans,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Revenue Receipts means any payment received in respect of any Loan, whether as all or part of a Monthly Payment in respect of such Loan, on redemption (including partial redemption) of such Loan, on enforcement of such Loan (including the proceeds of sale of such Loan), on the disposal of such Loan or otherwise (including payments pursuant to any Insurance Policy) which in any such case is not a Principal Receipt in respect of such Loan excluding any fees paid by the Borrower in accordance with Clause 13 14 of the Cash Management and Servicing Agreement,</p> <p>Right to Buy Loan means a Loan in respect of a Property made in whole or in part to a Borrower for the purpose of enabling that Borrower to exercise any statutory right to buy (or finance or refinance that exercise) the relevant Property excluding however such Loan in respect of which any statutory charge and, where applicable, the landlord's statutory right of first refusal has expired,</p> <p>S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc or any successor to its ratings business,</p> <p>Sasine Transfer means an assignation of Scottish Mortgages within the relevant Portfolio or (as applicable) Portfolios recorded (or subject to an application for recording) in the General Register of Sasines,</p> <p>Scottish Declaration of Trust means, in relation to any Portfolio, a declaration of trust in respect of the Scottish Loans within that Portfolio and the Collateral Security therefor and substantially in the form set out in Schedule 4 to the Mortgage Portfolio Sale Agreement,</p> <p>Scottish Loan means a Loan secured by a Scottish Mortgage,</p> <p>Scottish Mortgage means a Mortgage over a Scottish Property,</p> <p>Scottish Property means a property located in Scotland,</p> <p>Scottish Trust means the trust constituted from time to time under each Scottish Declaration of Trust,</p> <p>Secured Creditor means the Security Trustee (in its own capacity and on behalf of the other Secured Creditors), the Loan Noteholders, the Account Bank, the Cash Manager, the Seller, the Servicer, the Registrar, the Legal Title Owner, the Corporate Services Provider, any Appointee and any Receiver appointed by the Security Trustee under or pursuant to the Deed of Charge, and any other person which is a party to a Transaction Document and accedes to the Deed of Charge by entering into a Deed of Accession,</p> <p>Security means the Security Interests created in favour of the Security Trustee under or pursuant to the Deed of Charge,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Security Interest means any mortgage, sub-mortgage, standard security, charge, sub-charge, assignment, retention in title, assignation in security, pledge, lien, right of set-off or other encumbrance or security interest or any other agreement or arrangement having the effect of conferring security, howsoever created or arising,</p> <p>Security Period means the period beginning on the date of the Deed of Charge and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,</p> <p>Security Protection Expenses means any service charge, ground rent, insurance premium or additional amounts paid by the Servicer to maintain and protect the value of any Property secured by a Mortgage contained within the Portfolio,</p> <p>Security Trustee means BNY Mellon Corporate Trustee Services Limited in its capacity as security trustee pursuant to the Deed of Charge,</p> <p>Seller means Bridestone Investments UK Limited,</p> <p>Seller's Counter-Notice means, in respect of any alleged breach of a Part I Seller's Warranty, the Seller will at any time on or before the fifteenth Business Day after the date of the Beneficial Title Purchaser's Initial Notice give notice to the Beneficial Title Purchaser in response to the Beneficial Title Purchaser's Initial Notice,</p> <p>Seller's Warranties means the representations and warranties in relation to the Mortgage Loans of the Seller contained in Part 1 and Part 2 of Schedule 1 to the Mortgage Portfolio Sale Agreement,</p> <p>Service Specifications means the documents annexed at Schedule 1 of the Cash Management and Servicing Agreement, together with the appendices and annexes thereto (as from time to time amended by the Servicer in accordance with the practice of a Prudent Mortgage Lender),</p> <p>Servicer means Charter Court Financial Services Limited,</p> <p>Services means the payment transfer and debt collection services to be performed by the Servicer as set out in the Cash Management and Servicing Agreement, the Service Specifications and any additional services as may be provided for in the Cash Management and Servicing Agreement or in any Schedule or Annex of the Cash Management and Servicing Agreement or as may be agreed to in writing by the Loan Note Issuer and the Servicer,</p> <p>Share Capital Ledger means ledger of such name maintained by the Cash Manager pursuant to the Cash Management and Servicing Agreement for the</p>	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

purpose of recording all amounts received by the Loan Note Issuer in respect of subscriptions for share capital and profit,

Share Trustee means SFM Corporate Services Limited, having its registered office at 35 Great St Helen's, London EC3A 6AP,

Shortfall Loans means those Mortgage Loans where the Property has been sold but the sale proceeds were insufficient to discharge the Mortgage Loan in full and monies remain outstanding from the Borrowers to the Seller under such Mortgage Loans,

Standard Security means a heritable security created by a standard security over any interest in land in Scotland in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970,

Subscription Agreement means the subscription agreement entered into on or about the Closing Date (as may be amended, restated, varied or supplemented from time to time) between, *inter alias*, the Loan Note Issuer and the Seller,

Subsidiary means any company which is for the time being a subsidiary (within the meaning of Section 1162 of the Companies Act 2006 of Great Britain) and, unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

Substitute means a substitute attorney who has been appointed from time to time by an Attorney under his power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Deed of Charge),

Tariff of Charges means the fees contained in Schedule 7 of the Cash Management and Servicing Agreement, as varied by the Legal Title Owner from time to time,

Taxes means all present and future taxes, levies, imposts, duties (other than stamp duty), fees, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, including, without limitation, income tax, corporation tax, VAT or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency together with any penalties, fines or interest thereon and **Tax** and **Taxation** shall be construed accordingly,

Term means the Initial Term and any additional period the parties may agree from time to time in writing,

Third Party means any party other than a Secured Creditor,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Title Deeds means in relation to each Loan and the Property in respect of which the relevant Mortgage was granted, insofar as relevant, all conveyances, dispositions, title information documents, deeds and documents, Deeds of Consent, MHA Documentation and related defective title, restrictive covenant and deed of gift indemnity policies, leases, assignments and mortgage deeds and all searches and enquiries made in connection therewith and all ancillary documentation which make up title to the Property and the Mortgage thereof,</p> <p>Transfers means the Registered Transfers, the SLR Transfers and the Sasine Register Transfers or such as are applicable,</p> <p>Transaction Account means the account in the name of the Loan Note Issuer held with the Account Bank and maintained subject to the terms of the Account Bank Deed and the Deed of Charge with the account number and sort code to be notified by the Account Bank to the Loan Note Issuer, or such other account as may for the time being be in place and designated as such,</p> <p>Transaction Account Mandate means the account mandate between the Loan Note Issuer and the Account Bank relating to the operation of the Transaction Account and in or substantially in the form set out in Schedule 1 to the Account Bank Deed, or such other account mandate as may for the time being be in place and designated as such,</p> <p>Transaction Balance means, on any day, the amount standing to the credit of the Transaction Account as at the opening of business on such day,</p> <p>Transaction Documents means any of the following documents</p> <ul style="list-style-type: none"> (a) Corporate Services Agreement, (b) Account Bank Deed, (c) Cash Management and Servicing Agreement, (d) Loan Note Instrument, (e) Mortgage Portfolio Sale Agreement, (f) the Deed of Charge, (g) Legal Title Deed, (h) the Master Definitions and Construction Schedule, (i) any other agreement or document from time to time designated as such by the Loan Note Issuer and/or the Security Trustee, 	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Trust Corporation means a corporation entitled by rules made under the Public Trustee Act 1906 of Great Britain or entitled pursuant to any other comparable legislation applicable to a trustee in any other jurisdiction to carry out the functions of a custodian trustee,

Trustee Acts means the Trustee Act 1925 and the Trustee Act 2000 of England and Wales,

UNCITRAL Implementing Regulations means The Cross-Border Insolvency Regulations 2006 (SI 2006/1030), which implemented the UNCITRAL Model Law on Cross-Border Insolvency in Great Britain,

Unpaid Claims means any claims or charges received and/or incurred by the Account Bank in respect of any unpaid sums (including but not limited to cheques, card charge-backs and payment reversals) in respect of amounts paid to the Non-Direct Debit Collection Account (each an **Unpaid Claim**),

VAT means value added tax as provided for in the Value Added Tax Act 1994 or the EC Sixth Directive (2006/112/EC),

Warranties means the Seller's Warranties, the Beneficial Title Purchaser's Warranties and the Legal Title Owner's Warranties and **Warranty** means each or any of them, and

Week means a calendar week from and including a Sunday to and including the following Saturday

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered	
Commission, allowance or discount	N/A	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature X Allen & Avery LLP X This form must be signed by a person with an interest in the registration of the charge	

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Chris Georgakis**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region **Greater London**

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **020 3088 2679**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7839388
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 18
NOVEMBER 2011 AND CREATED BY BRIDESTONE FINANCING
PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE
FROM THE COMPANY TO THE SECURED CREDITORS UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 6 DECEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER
2011**

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Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**