

MG01

Particulars of a mortgage or charge



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LASERFORM

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

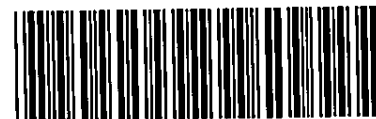
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



LD4 18/06/2010 38
COMPANIES HOUSE

1

Company details

Company number

3 8 3 5 7 0 3

Company name in full

Mound Funding Limited at Fifth Floor, 6 Broad Street Place,
London EC2M 7JH (**Funding**)

For official use

→ **Filling 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

d0 d1 m0 m6 y2 y0 y1 y0

3

Description

Description

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

The Deed of Amendment to the Funding Deed of Charge dated 1 June 2010 between the parties listed in Schedule 1 of the continuation pages attached hereto (the **Deed of Amendment**)

4

Amount secured

Amount secured

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

The moneys and liabilities which Funding covenants and undertakes in Clause 2 of the Funding Deed of Charge to pay or discharge and all claims, demands or damages for breach of any such covenant, and references to Funding Secured Obligations includes references to any of them (the **Funding Secured Obligations**)

The capitalised terms used in this Form MG01 and not otherwise defined shall have the meanings given in Schedule 2 attached hereto

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

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5 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

Continuation page

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

Name BNY Corporate Trustee Services Limited (the **Security Trustee**)

Address One Canada Square,

London

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

The property charged and assigned by the Funding Deed of Charge dated 2 May 2000 as amended and restated on 31 January 2001, 2 June 2003 and 13 November 2008, together with the deed of accession to the Funding Deed of Charge dated 1 February 2001, the deed of accession to the Funding Deed of Charge dated 2 June 2003, the deed of accession to the Funding Deed of Charge dated 19 October 2005, the deed of accession to the Funding Deed of Charge dated 5 June 2006, and the deed of accession to the Funding Deed of Charge dated 13 November 2008 remains charged and assigned by the Funding Deed of Charge, but by virtue of the Deed of Amendment, the Funding Deed of Charge (as amended and supplemented) has been further supplemented and amended (i) to amend the Funding Priority of Payments as set out in the Appendix to the Deed of Amendment and (ii) to make corresponding amendments to the address details included therein

Accordingly, in the Forms 395 relating to the registration of the charges created pursuant to the Funding Deed of Charge, references to the Funding Deed of Charge should be read as references to the Funding Deed of Charge as amended and supplemented by the Deed of Amendment

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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

- 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 866)

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 870) 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

18 JUNE 2010

Signature

Signature

X *Alke & Sons 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 Kate Bernstein

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone +44 (0) 203 088 0000



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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

PARTIES TO THE DEED OF AMENDMENT TO THE FUNDING DEED OF CHARGE

- (1) **MOUND FUNDING LIMITED** (registered in England and Wales No 3835703) whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH (**Funding**),
- (2) **MOUND TRUSTEES LIMITED** (registered in England and Wales No 3835709), a private limited company incorporated under the laws of England and Wales, whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH (the **Mortgages Trustee**),
- (3) **BNY CORPORATE TRUSTEE SERVICES LIMITED** (registered in England and Wales No 02631386) whose registered office is at One Canada Square, London E14 5AL (acting in its capacity as the **Security Trustee**, which expression shall include such person and all other persons for the time being acting as the security trustee or trustees pursuant to the Funding Deed of Charge),
- (4) **BANK OF SCOTLAND PLC**, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ as cash manager (the **Cash Manager**, which expression shall include such person and all other persons for the time being acting as the cash manager or cash managers pursuant to the Cash Management Agreement),
- (5) **WILMINGTON TRUST SP SERVICES (LONDON) LIMITED** (registered in England and Wales No 2548079) whose business address is at Fifth Floor, 6 Broad Street Place, London EC2M 7JH (acting in its capacities as the **Corporate Services Provider** and the **PECOH Corporate Services Provider**, which expressions shall include such person and all other persons for the time being acting as the corporate service provider or corporate service providers pursuant to the Corporate Services Agreement and/or the PECO Corporate Services Agreement),
- (6) **BANK OF SCOTLAND PLC**, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ as account bank (the **Account Bank**, which expression shall include

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such person and all other persons for the time being acting as the account bank or account banks to Funding pursuant to the Bank Account Agreement),

- (7) **BANK OF SCOTLAND PLC**, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ as Funding GIC account provider (the **Funding GIC Provider**, which expression shall include such person and all other persons for the time being acting as the GIC provider or GIC providers pursuant to the Guaranteed Investment Contract),
- (8) **BANK OF SCOTLAND PLC**, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ as seller (the **Seller**),
- (9) **BANK OF SCOTLAND PLC**, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ as start-up loan provider pursuant to the Fourth Start-Up Loan Agreement, the Fifth Start-Up Loan Agreement, the Sixth Start-Up Loan Agreement and the Seventh Start-Up Loan Agreement (the **Start-Up Loan Provider**, which expression shall include such person or all other persons for the time being acting as start-up loan provider pursuant to the respective Start-Up Loan Agreements),
- (10) **BANK OF SCOTLAND PLC**, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ (the **Funding Swap Provider**, which expression shall include such person and all other persons for the time being acting as the basis swap provider or providers and/or interest rate swap provider or providers pursuant to the Funding Swap Agreement),
- (11) **MOUND FINANCING (NO. 4) PLC** (registered in England and Wales No 5551161), whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH (the **Fourth Issuer**),
- (12) **MOUND FINANCING (NO.5) PLC** (registered in England and Wales No 5808008), whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH (the **Fifth Issuer**),

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- (13) **MOUND FINANCING (NO.6) PLC** (registered in England and Wales No 5808008), whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH (the **Sixth Issuer**)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2

DEFINITIONS

In this Form MG01 the capitalised terms used in this Form MG01 and not otherwise defined shall have the following meaning

Accession Undertaking means a deed of accession to the Funding Deed of Charge substantially in the form set out in Schedule 2 to the Funding Deed of Charge,

Account Bank means the bank at which the Mortgages Trustee GIC Account, the MSPB Mortgages Trustee GIC Account, the Funding GIC Account and the Funding Transaction Account are maintained from time to time, being as at the Sixth Issue Date, Bank of Scotland,

Administration Agreement means the agreement entered into on the Initial Issue Date between the Administrator, the Mortgages Trustee, the Seller, the Security Trustee and Funding, (as amended on 31st January, 2001, 2nd June, 2003, 18th May, 2005 and 19th October 2005) under which the Administrator agrees, *inter alia*, to provide administration services to the Mortgages Trustee and thereby the Beneficiaries in relation to the Loans and Related Security comprised in the Portfolio,

Administrator means Bank of Scotland or such other person as may from time to time be appointed to provide the Administration Services in respect of the Portfolio pursuant to the Administration Agreement,

Agent Bank means The Bank of New York Mellon or such other person for the time being acting as agent bank under a Relevant Issuer Agency Agreement,

Authorised Investments means

- (a) sterling gilt-edged securities or sterling Treasury bills, and
- (b) sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper) provided that in all cases such investments are denominated in sterling and have a maturity date falling no later than the next following Calculation Date (in the case of the Mortgages Trustee), the next following Funding Interest Payment Date (in the case of Funding) and the next following Interest Payment Date (in the case of the Relevant Issuers) and the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits

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are made (being an authorised institution under the FSMA permitted to accept deposits) are rated at least equal to A-1+ by Standard & Poor's, P-1 by Moody's and F1+ by Fitch (and AA- by Fitch (long term) if the issuing or guaranteeing entity has a long-term rating),

Bank or Bank of Scotland means Bank of Scotland plc, (registered number SC327000), a company incorporated in Scotland and registered as a public company under the Companies Act 1985 whose registered office is at The Mound, Edinburgh EH1 1YZ,

Bank Accounts means the Mortgages Trustee GIC Account, the MSPB Mortgages Trustee GIC Account, the Funding GIC Account and the Funding Transaction Account and any additional or replacement bank accounts opened in the name of either the Mortgages Trustee and/or Funding from time to time with the prior written consent of the Security Trustee and the Rating Agencies,

Bank Account Agreement means the agreement entered into on the Initial Issue Date between the Mortgages Trustee, the Seller, the Cash Manager, the Security Trustee, Funding and the Account Bank,

Beneficiaries means both Funding and the Seller together, as beneficiaries of the Mortgages Trust, and shall include any other beneficiary of the Mortgages Trust from time to time pursuant to the terms of the Mortgages Trust Deed,

Borrower means, in relation to a Loan, the individual or individuals specified as such in the relevant Mortgage Conditions together with the individual or individuals (if any) from time to time assuming an obligation (other than as a guarantor or other surety) to repay such Loan or any part of it, and **Borrowers** shall be construed accordingly,

Business Day means a day that is a London Business Day, a TARGET Business Day and a New York Business Day,

Calculation Date means

- (c) the first London Business Day of each month, or
- (d) as applicable, each date that Funding acquires a portion of the Current Seller Share of the Trust Property pursuant to the terms of the Mortgages Trust Deed, or
- (e) as applicable, each Sale Date under the Mortgage Sale Agreement,

and, whilst the Calculation Date referred to in part (a) above will always be the first London Business Day of each month and, in practice, the Cash Manager will usually perform all necessary calculations in respect of a Calculation Period on the relevant Calculation Date, the Cash Manager is permitted to perform all such calculations in respect of a Calculation Period on either the relevant

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Calculation Date or the second or third London Business Day of each month and such delay will not constitute a breach by the Cash Manager of its obligations under the Cash Management Agreement,

Cash Management Agreement means the cash management agreement entered into on the Initial Issue Date between, *inter alios*, the Cash Manager, the Mortgages Trustee, Funding and the Security Trustee, as amended on 31st January, 2001, 2nd June, 2003, 18th May, 2005 and 19th October, 2005,

Cash Manager means Bank of Scotland acting, pursuant to the Cash Management Agreement, as agent for the Mortgages Trustee, Funding and the Security Trustee, to manage all cash transactions and maintain certain ledgers on behalf of the Mortgages Trustee and Funding,

Corporate Services Agreement means the agreement dated the Initial Issue Date (as amended and restated on or about the Fourth Issue Date) and made between the Corporate Services Provider, Holdings, the First Issuer, Funding, the Mortgages Trustee, Bank of Scotland and the Security Trustee for the provision by the Corporate Services Provider of certain corporate services to Funding, the Mortgages Trustee, the First Issuer and Holdings,

Corporate Services Provider means Wilmington Trust SP Services (London) Limited or such other person or persons for the time being acting as corporate services provider to Funding, the Mortgages Trustee, the First Issuer and Holdings under the Corporate Services Agreement,

Current Funding Share means the amount of Trust Property beneficially owned by Funding from time to time, as determined in accordance with Clause 8 of the Mortgages Trust Deed,

Fifth Issue Date means 5th June, 2006,

Fifth Issuer means Mound Financing (No 5) PLC (registered number 5808008), a public limited company incorporated under the laws of England and Wales whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH,

Fifth Start-Up Loan means the start-up loan that the Fifth Start-Up Loan Provider shall make to Funding pursuant to the Fifth Start-Up Loan Agreement on the Fifth Issue Date,

Fifth Start-Up Loan Agreement means the agreement entered into on the Fifth Issue Date between Funding, the Security Trustee and the Fifth Start-Up Loan Provider relating to the provision of the Fifth Start-Up Loan to Funding,

Fifth Start-Up Loan Provider means Bank of Scotland in its capacity as start-up loan provider under the Fifth Start-Up Loan Agreement,

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First Issuer means Mound Financing (No 1) PLC (registered number 3898396), a public limited company incorporated under the laws of England and Wales whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, now liquidated,

Fourth Issue Date means 19th October, 2005,

Fourth Issuer means Mound Financing (No 4) PLC (registered number 5551161), a public limited company incorporated under the laws of England and Wales whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH,

Fourth Start-Up Loan means the start-up loan that the Fourth Start-Up Loan Provider shall make to Funding pursuant to the Fourth Start-Up Loan Agreement on the Fourth Issue Date,

Fourth Start-Up Loan Agreement means the agreement entered into on the Fourth Issue Date between Funding, the Security Trustee and the Fourth Start-Up Loan Provider relating to the provision of the Fourth Start-Up Loan to Funding,

Fourth Start-Up Loan Provider means Bank of Scotland in its capacity as start-up loan provider under the Fourth Start-Up Loan Agreement,

FSMA means the Financial Services and Markets Act 2000,

Funding means Mound Funding Limited (registered number 3835703), a private limited company incorporated under the laws of England and Wales whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH,

Funding Agreements or **Funding Transaction Documents** means each of the Transaction Documents to which Funding is a party including the Administration Agreement, the Mortgages Trust Deed, the Funding Deed of Charge, the Funding Swap Agreement, the Corporate Services Agreement, the GIC Liquidity Facility Agreement, the Fourth Issuer Intercompany Loan Agreement, the Fifth Issuer Intercompany Loan Agreement, the Sixth Issuer Intercompany Loan Agreement, the Cash Management Agreement, the Bank Account Agreement, the Funding Guaranteed Investment Contract, the Fourth Start-Up Loan Agreement, the Fifth Start-Up Loan Agreement, the Sixth Start-Up Loan Agreement, the Seventh Start-Up Loan Agreement, the Mortgage Sale Agreement, and all other agreements referred to as **Funding Agreements** in each Accession Undertaking entered into by, *inter alios*, Funding and the Security Trustee, from time to time,

Funding Authorised Investments means Authorised Investments made from funds standing to the credit of the Funding Transaction Account and/or the Funding GIC Account,

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Funding Available Principal Receipts means on the relevant Loan Determination Date, an amount equal to the aggregate of

- (a) Funding Principal Receipts,
 - (b) all other Funding Principal Receipts standing to the credit of the Cash Accumulation Ledger which are to be applied on the next Funding Interest Payment Date to repay a Bullet Term Advance and/or subject to Rule (3) of the Funding Application of Principal Rules, a Scheduled Amortisation Instalment, or to make a payment under item (a) of the Funding Pre-Enforcement Principal Priority of Payments and, if such Funding Interest Payment Date occurs on or after the occurrence of a Trigger Event, the remainder of such receipts standing to the credit of the Cash Accumulation hedger,
 - (c) the amounts (if any) to be credited to the Principal Deficiency Ledger pursuant to items (f), (h) and (j) of the Funding Pre-Enforcement Revenue Priority of Payments on the immediately following Funding Interest Payment Date, and
 - (d) in so far as available and needed to make permitted payments of principal in respect of any Cash Accumulation Term Advance only, the respective amounts standing to the credit of the General Reserve Ledger (but less any amounts applied or to be applied on the immediately following Funding Interest Payment Date in payment of interest and other revenue expenses as set out in items (a) to (k) inclusive of the Funding Pre-Enforcement Revenue Priority of Payments) and plus any amounts which will be credited to the General Reserve Fund under item (a) of the relevant Funding Pre-Enforcement Principal Priority of Payments,
- less
- (e) the amount of Funding Principal Receipts (if any) to be applied on the immediately following Funding Interest Payment Date to pay items (a) to (e) (inclusive), (g) and (i) of the Funding Pre-Enforcement Revenue Priority of Payments,

Funding Available Revenue Receipts means on the relevant Loan Determination Date, an amount equal to the aggregate of

- (a) Funding Revenue Receipts,
- (b) any amounts paid by the Seller to Funding in consideration of the Seller acquiring part of the Funding Share of the Trust Property,

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- (c) without double-counting, the Funding Revenue Receipts referred to in (a) above, other net income of Funding including all amounts of interest received on the Funding Transaction Account, the Funding GIC Account and Funding Authorised Investments, amounts received by Funding under the Funding Swap Agreement (other than any early termination amount received by Funding under the Funding Swap Agreements which is to be applied in acquiring a replacement swap), in each case to be received on or prior to the immediately following Funding Interest Payment Date, and
- (d) the amount standing to the credit of the General Reserve Fund,
- (e) if a Liquidity Reserve Fund Rating Event has occurred but is no longer continuing due to an increase in the Seller's rating since the preceding Funding Interest Payment Date, and Funding terminates the Liquidity Reserve Fund, all amounts standing to the credit of the Liquidity Reserve Ledger, and
- (f) any amounts standing to the credit of the Liquidity Reserve Ledger in excess of the Liquidity Reserve Funding Required Amount as a result of a reduction in the Liquidity Reserve Fund Required Amount,

Funding Bank Accounts means the Funding GIC Account, the Funding Transaction Account and such other bank account(s) held in the name of Funding with the approval of the Security Trustee from time to time,

Funding Deed of Charge means the deed of charge entered into on the Initial Issue Date between Funding, the First Issuer, the Corporate Services Provider, the Account Bank, the Funding GIC Provider, the Security Trustee, the Seller, the First Start-Up Loan Provider, the Cash Manager, the Funding Swap Provider and Citibank, N A (in its capacity as the liquidity provider to the Mortgages Trustee and Funding Guaranteed Investment Contracts), as amended on 31st January, 2001, 2nd June, 2003, 13 November 2008 and 1 June 2010 including, where applicable, the First Deed of Accession, the Second Deed of Accession, the Third Deed of Accession, the Fourth Deed of Accession, the Fifth Deed of Accession and the Sixth Deed of Accession,

Funding GIC Account means the account in the name of Funding (sort code 12-24-54, account number 00103607) with the Funding GIC Provider maintained pursuant to the Funding Guaranteed Investment Contract, the Bank Account Agreement and the Funding Deed of Charge or such additional or replacement account for the time being in place with the prior consent of the Security Trustee,

Funding GIC Provider means Bank of Scotland acting pursuant to a guaranteed investment contract entered into with Funding on the Initial Issue Date and any provider of a replacement Funding GIC Account,

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Funding Guaranteed Investment Contract or Funding GIC Account Agreement means the guaranteed investment contract entered into on or before the Initial Issue Date between Funding, the Funding GIC Provider, the Cash Manager and the Security Trustee in relation to the interest to be earned on the Funding GIC Balance,

Funding Post-Enforcement Priority of Payments means the order of priority in which the Security Trustee will apply all monies following a Loan Event of Default and enforcement of the Funding Security, as set out in Part III of Schedule 3 to the Funding Deed of Charge,

Funding Pre-Enforcement Revenue Priority of Payments means the order of priority in which Funding Available Revenue Receipts will be applied prior to the enforcement of the Funding Security, as set out in Part I of Schedule 3 to the Funding Deed of Charge,

Funding Principal Priorities of Payments means the rules for the application of Funding Available Principal Receipts set out in each relevant Intercompany Loan Agreement and Part II of Schedule 3 to the Funding Deed of Charge,

Funding Priority of Payments means the Funding Post-Enforcement Priority of Payments, the Funding Pre-Enforcement Revenue Priority of Payments and the Funding Principal Priorities of Payment,

Funding Secured Creditors means the Security Trustee, the Funding Swap Provider, the Funding GIC Provider, the Cash Manager, the Account Bank, the Fourth Issuer, the Fifth Issuer, the Sixth Issuer, the Seller, the Corporate Services Provider, the Fourth Start-Up Loan Provider, the Fifth Start-Up Loan Provider, the Sixth Start-Up Loan Provider, the Seventh Start-Up Loan Provider and such other creditors of Funding who accede to the Funding Deed of Charge from time to time including pursuant to an Accession Undertaking (including, for the avoidance of doubt, any New Issuer, New Funding Swap Provider and New Start-up Loan Provider),

Funding Secured Obligations means the moneys and liabilities which Funding covenants and undertakes in Clause 2 of the Funding Deed of Charge to pay or discharge and all claims, demands or damages for breach of any such covenant, and references to Funding Secured Obligations includes references to any of them,

Funding Security means the security granted by Funding to the Security Trustee under the terms of the Funding Deed of Charge,

Funding Share means, prior to the first Calculation Date, the Initial Funding Share and thereafter means the Current Funding Share,

Funding Swap means the interest rate swap entered into pursuant to the Funding Swap Agreement,

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Funding Swap Agreement means the ISDA Master Agreement (including the schedule and confirmation thereto) relating to the Funding Swap entered into on 30th January, 2001 between Funding, the Funding Swap Provider and the Security Trustee as amended and restated on or about 2nd June, 2003, on 19th October, 2005 and on 5th June 2006 and to be further amended and restated on or about 13 November 2008,

Funding Swap Provider means Bank of Scotland acting in its capacity as swap provider pursuant to the Funding Swap Agreement,

Funding Transaction Account means the account in the name of Funding (account no 00101804, sort code 12-24-54) with the Account Bank maintained pursuant to the Bank Account Agreement and the Funding Deed of Charge or such other account as may for the time being be in place,

Further Advance means, in relation to a Loan, any advance of further money to the relevant Borrower which is secured by the same Mortgage as the Initial Advance (excluding (i) the amount of any retention advanced to the relevant Borrower as part of the Initial Advance after completion of the Mortgage and (ii) Redrawings),

Future Trust Property means any or all New Portfolios sold to the Mortgages Trustee after the Initial Issue Date pursuant to the terms of the Mortgage Sale Agreement together with any Further Advance Portfolios,

Holdings means Mound Holdings Limited (registered number 3835697), a private limited company incorporated in England and Wales, whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH,

Holdings 2 means Mound Holdings No 2 Limited (registered number 06743426), a private limited company incorporated in England and Wales, whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH,

Initial Funding Share means the initial share of Funding in the Trust Property on the Initial Issue Date, being an amount equal to £750,000,046 70,

Initial Issue Date means 2nd May, 2000,

Initial Loan means each residential loan assigned by the Seller to the Mortgages Trustee on the Initial Issue Date pursuant to the Mortgage Sale Agreement and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies (including all Further Advances and Redrawings) due or owing with respect to that loan under the relevant Mortgage Conditions by a Borrower on the security of a Mortgage from time to time outstanding or, as the context may require, the Borrower's obligations in respect of the same,

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Initial Closing Trust Property means the Initial Portfolio sold by the Seller to the Mortgages Trustee on the Initial Issue Date pursuant to the provisions of the Mortgage Sale Agreement,

Initial Portfolio means the Initial Loans and their Related Security, and all moneys, rights and interests derived therefrom from time to time,

Initial Trust Property means the sum of £100 (one hundred pounds) that the Seller settled on trust and held on trust absolutely as to both capital and income by the Mortgages Trustee for the benefit of the Seller and Funding pursuant to Clause 2.1 of the Mortgages Trust Deed,

Intercompany Loan means each term loan granted to Funding under any Intercompany Loan Agreement (together, the Intercompany Loans),

Intercompany Loan Agreements means the Fourth Issuer Intercompany Loan Agreement, the Fifth Issuer Intercompany Loan Agreement, the Sixth Issuer Intercompany Loan Agreement and any New Intercompany Loan Agreement and Intercompany Loan Agreement means any one of them,

Intercompany Loan Terms and Conditions or **Loan Terms and Conditions** means the standard terms and conditions signed for the purposes of identification by the Security Trustee and Funding on or before the Initial Issue Date as amended and restated on 1st February, 2001, on 2nd June 2003, 19 October 2005, 5 June 2006, and as further amended pursuant to a deed of amendment on 4 May 2007,

Loan Event of Default means an event of default as specified in Clause 15 of the Intercompany Loan Terms and Conditions,

Loans means the Initial Loans and the New Loans,

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

Losses means all losses actually realised on the Loans,

Mortgage Sale Agreement or the **Sale Agreement** means the mortgage sale agreement dated the Initial Issue Date and made between the Seller, Funding, the Mortgages Trustee and the Security Trustee in relation to the sale and purchase of the Portfolio, as amended on 31st January, 2001, 2nd June, 2003, 18th May, 2005, 19th October 2005 and 13 November 2008,

Mortgages Trust Deed means the mortgages trust deed made by the Mortgages Trustee, Funding and the Seller on 1st May, 2000, as amended on 31st January, 2001, 2nd June, 2003, 18th May, 2005, 19th October, 2005 and 13 November 2008,

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Short particulars of all the property mortgaged or charged

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Short particulars

Mortgages Trustee means Mound Trustees Limited (registered number 3835709), a private limited company incorporated in England and Wales, whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH,

Mortgages Trustee GIC Account means the account in the name of the Mortgages Trustee (sort code 80-27-02, account number 08430026) maintained with the Mortgages Trustee GIC Provider pursuant to the Mortgages Trustee GIC Agreement and the Bank Account Agreement or such additional or replacement account as may for the time being be in place,

Mortgages Trustee GIC Provider means Bank of Scotland acting pursuant to a guaranteed investment contract entered into on the Initial Issue Date with the Mortgages Trustee or its successor or assignee and any provider of a replacement Mortgages Trustee GIC Account,

Mortgages Trustee Guaranteed Investment Contract or Mortgages Trustee GIC Account Agreement means the guaranteed investment contract entered into on the Initial Issue Date between the Mortgages Trustee, the Mortgages Trustee GIC Provider, the Cash Manager and the Security Trustee whereby the Mortgages Trustee GIC Account is established,

MSPB Mortgages Trustee GIC Account means the account in the name of the Mortgages Trustee (sort code 80-27-02, account number 00998418) maintained with the MSPB Mortgages Trustee GIC Provider pursuant to the MSPB Mortgages Trustee GIC Account Agreement and the Bank Account Agreement or such additional or replacement account as may for the time being be in place,

MSPB Mortgages Trustee GIC Provider means Bank of Scotland acting pursuant to a guaranteed investment contract entered into on 18th May 2005 with the Mortgages Trustee or its successor or assignee and any provider of a replacement MSPB Mortgages Trustee GIC Account,

MSPB Mortgages Trustee Guaranteed Investment Contract or MSPB Mortgages Trustee GIC Account Agreement means the guaranteed investment contract entered into on 18th May 2005 between the Mortgages Trustee, the MSPB Mortgages Trustee GIC Provider, the Cash Manager and the Security Trustee whereby the MSPB Mortgages Trustee GIC Account is established,

New Funding Swap Agreement means a new swap agreement that Funding may enter into with a New Funding Swap Provider,

New Funding Swap Provider means a party that shall enter into a New Funding Swap Agreement as swap provider,

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New Intercompany Loan means a loan of the proceeds of any issue of New Notes, such loan being advanced to Funding pursuant to the terms of a New Intercompany Loan Agreement,

New Intercompany Loan Agreement means a new intercompany loan agreement entered into between Funding and a New Issuer,

New Issuer means a wholly owned subsidiary of Holdings 2, which is established to issue New Notes and to make a New Intercompany Loan (including the Sixth Issuer),

New Notes means New Fourth Issuer Notes, New Fifth Issuer Notes, New Sixth Issuer Notes or the notes issued and/or to be issued by New Issuers to investors, as the case may be,

New Loan means each residential loan and comprising the aggregate of all principal sums, interest, costs, charges, expenses and other monies (including all Further Advances and Redrawings) due or owing with respect to that loan under the relevant Mortgage Conditions by a Borrower on the security of a Mortgage from time to time outstanding or, as the context may require, the Borrower's obligations in respect of the same which the Seller may sell, to the Mortgages Trustee after the Initial Issue Date pursuant to the Mortgage Sale Agreement,

New Portfolio means in each case, the portfolio of Loans and their Related Security (other than any Loans and their Related Security which have been redeemed in full prior to the Sale Date or which do not otherwise comply with the terms of the Mortgage Sale Agreement as at the Sale Date), particulars of which are set out in the relevant Notice of New Portfolio,

New Start-Up Loan is a loan to be issued to Funding under a New Start-Up Loan Agreement,

New Start-Up Loan Agreement means a loan agreement under which a New Start-Up Loan Provider shall provide Funding with a New Start-up Loan,

New Start-Up Loan Provider is an entity who shall supply a New Start-Up Loan to Funding for the purposes of meeting the costs of the New Issuer and/or further funding the General Reserve Fund or the Liquidity Reserve Fund, if required,

New Term Advance means an advance of funds to Funding by a New Issuer under the terms of a New Intercompany Loan Agreement which advance is funded by a corresponding class of New Notes or, as the context may require, an advance of funds to Funding by the Fourth Issuer under the terms of the Fourth Issuer Intercompany Loan Agreement which advance is funded by a corresponding class of New Fourth Issuer Notes and evidenced by a New Fourth Issuer Intercompany Loan Confirmation or, as the context may require, an advance of funds to Funding by the Fifth Issuer under the terms of the Fifth Issuer Intercompany Loan Agreement which advance is funded by a

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corresponding class of New Fifth Issuer Notes and evidenced by a New Fifth Issuer Intercompany Loan Confirmation or, as the context may require, an advance of funds to Funding by the Sixth Issuer under the terms of the Sixth Issuer Intercompany Loan Agreement which advance is funded by a corresponding class of New Sixth Issuer Notes and evidenced by a New Sixth Issuer Intercompany Loan Confirmation,

New York Business Day means a day (other than a Saturday or a Sunday) on which banks are generally open for business in the city of New York,

Notes means the Fourth Issuer Notes, the Fifth Issuer Notes, the Sixth Issuer Notes, any New Third Issuer Notes, any Further Third Issuer Notes, any New Fourth Issuer Notes, any Further Fourth Issuer Notes, any New Fifth Issuer Notes, any Further Fifth Issuer Notes, any New Sixth Issuer Notes, any Further Sixth Issuer Notes and the notes issued by any other Relevant Issuer,

Outstanding Principal Balance means

(g) in relation to a Loan at any date (the **determination date**), the aggregate at such date (but avoiding double counting) of

(i) the Initial Advance,

(ii) Capitalised Expenses,

(iii) Capitalised Arrears,

(iv) Further Advances,

(v) Payment Holiday Capitalised Interest,

(vi) an increase in the principal amount due under that Loan as a result of the Borrower making underpayments, and

(vii) any increase in the principal amount due under that Loan as a result of any mismatch between the amount of the Monthly Payment and the amount of interest accruing as a result of the number of days in any calendar month

in each case relating to such Loan less any prepayment, repayment or payment of the foregoing made on or prior to the determination date, or

(h) in relation to an Intercompany Loan at any date, means the unpaid principal balance of that Intercompany Loan at that date (including any capitalised arrears) or, as the context so requires, of a Term Advance made under the Intercompany Loan Agreement,

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Short particulars

Payment Holiday means a period during which a Borrower is permitted to suspend payments under a Flexible Loan in accordance with the Mortgage Conditions,

Portfolio means the Initial Portfolio and any New Portfolio (other than any Loan and its Related Security which has been redeemed in full or repurchased by the Seller pursuant to Clause 7 of the Mortgage Sale Agreement)

Principal Receipts means any payment in respect of principal received in respect of any Loan (including payments pursuant to any Insurance Policies), 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, plus on any Monthly Payment Date an amount equal to the amount (if any) by which arrears in respect of the Loans comprised in the Portfolio on the Relevant Issue Date exceeds such arrears on such Monthly Payment Date without double counting (but excluding principal received or treated as received in respect of a Loan after completion of the enforcement procedures and certain Early Repayment Charges, Repayment Administration Fees, Administration Related Fees and Accrued Amounts),

Redrawing means any further advance drawn by a Borrower under a Flexible Loan where the drawing of that further advance was pre-approved and the Seller was under an obligation to make the further advance,

Related Security means, in relation to a Loan, the security for the repayment of that Loan including the relevant Mortgage and all other matters applicable thereto (including the proceeds of or payments made under any Insurance Policy) acquired as part of the Portfolio sold to the Mortgages Trustee pursuant to the Mortgage Sale Agreement,

Scottish Declaration of Trust means a declaration of trust entered into among the Seller, the Mortgages Trustee and Funding pursuant to Clause 4.1 of the Mortgage Sale Agreement substantially in the form set out in Schedule 12 thereto,

Scottish Trust Property has the meaning given to it in the relevant Scottish Declaration of Trust,

Second Issue Date means 1 February 2010,

Second Start-Up Loan means the start-up loan that the Second Start-Up Loan Provider shall make to Funding pursuant to the Second Start-Up Loan Agreement on the Second Issue Date,

Second Start-Up Loan Agreement means the agreement entered into on the Second Issue Date between Funding, the Security Trustee and the Second Start-Up Loan Provider relating to the provision of the Second Start-Up Loan to Funding,

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Short particulars of all the property mortgaged or charged

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Second Start-Up Loan Provider means Bank of Scotland in its capacity as Start-Up Loan Provider under the Second Start-Up Loan Agreement,

Security Interest or Encumbrance means any mortgage, sub-mortgage, standard security, charge, sub charge, pledge, lien (other than a lien arising in the ordinary course of business or by operation of law), assignation in security or other encumbrance or security interest howsoever created or arising,

Security Trustee means BNY Corporate Trustee Services Limited, whose registered office is at One Canada Square, London E14 5AL or such person or persons for the time being acting as security trustee under the Relevant Issuer Deed of Charge and the Funding Deed of Charge,

Seller means Bank of Scotland,

Seventh Start-Up Loan means the start-up loan that the Seventh Start-Up Loan Provider shall make to Funding pursuant to the Seventh Start-Up Loan Agreement on 1 June 2010,

Seventh Start-Up Loan Agreement means the agreement entered into on 1 June 2010 between Funding, the Security Trustee and the Seventh Start-Up Loan Provider relating to the provision of the Seventh Start-Up Loan to Funding,

Seventh Start-Up Loan Provider means Bank of Scotland in its capacity as start-up loan provider under the Seventh Start-Up Loan Agreement;

Sixth Issue Date means 13 November 2008

Sixth Start-Up Loan means the start-up loan that the Sixth Start-Up Loan Provider shall make to Funding pursuant to the Sixth Start-Up Loan Agreement on the Sixth Issue Date,

Sixth Start-Up Loan Agreement means the agreement entered into on the Sixth Issue Date between Funding, the Security Trustee and the Sixth Start-Up Loan Provider relating to the provision of the Sixth Start-Up Loan to Funding,

Sixth Start-Up Loan Provider means Bank of Scotland in its capacity as start-up loan provider under the Sixth Start-Up Loan Agreement,

Third Amended and Restated Master Definitions Schedule has the same meaning as the Master Definitions Schedule,

Third Deed of Accession means the deed dated on around the Fourth Issue Date pursuant to which the Fourth Issuer and the Fourth Start-Up Loan Provider acceded to the Funding Deed of Charge,

Third Issue Date means 2nd June, 2003,

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Third Issuer means Mound Financing (No 3) PLC (registered number 4664781), a public limited company incorporated under the laws of England and Wales whose registered office is c/o Wilmington Trust SP Services (London) Limited, Fifth Floor, 6 Broad Street Place, London EC2M 7JH, in liquidation,

Third Issuer Master Definitions Schedule means the master definitions schedule dated on or about 2nd June, 2003 and made between, inter alios, the Third Issuer and the Third Issuer Note Trustee relating to the issue of the Notes issued by the Third Issuer,

Third Party Amounts has the meaning given in paragraph 8 of Schedule 2 to the Cash Management Agreement;

Third Start-Up Loan means the start-up loan that the Third Start-Up Loan Provider shall make to Funding pursuant to the Third Start-Up Loan Agreement on the Third Issue Date,

Third Start-Up Loan Agreement means the agreement entered into on the Third Issue Date between Funding, the Security Trustee and the Third Start-Up Loan Provider relating to the provision of the Third Start-Up Loan to Funding,

Third Start-Up Loan Provider means Bank of Scotland in its capacity as Start-Up Loan Provider under the Third Start-Up Loan Agreement,

Transaction Document or Relevant Document means, in respect of each Relevant Issuer and the corresponding Relevant Notes, any of the following documents

- (a) the Relevant Issuer Subscription Agreement,
- (b) the Intercompany Loan Agreement in respect of such Relevant Issuer,
- (c) the Mortgages Trust Deed,
- (d) the Mortgage Sale Agreement,
- (e) the Relevant Issuer Deed of Charge,
- (f) the Funding Deed of Charge and any Accession Undertaking,
- (g) the Relevant Issuer Liquidity Facility Agreement,
- (h) the Relevant Issuer Currency Swap Agreement(s),
- (i) the Funding Swap Agreement,
- (j) the Relevant Issuer Note Trust Deed,

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (k) the Relevant Issuer Agency Agreement,
- (l) the Administration Agreement,
- (m) the Cash Management Agreement,
- (n) the Relevant Issuer Cash Management Agreement,
- (o) the Funding Guaranteed Investment Contract;
- (p) the Mortgages Trustee Guaranteed Investment Contract,
- (q) the Relevant Issuer Post Enforcement Call Option Agreement,
- (r) the Bank Account Agreement,
- (s) the Relevant Issuer Bank Account Agreement,
- (t) the Corporate Services Agreement,
- (u) the PECO Corporate Services Agreement,
- (v) the Relevant Issuer Corporate Services Agreement,
- (w) the Scottish Declaration of Trust,
- (x) the Start-Up Loan Agreement in respect of the issue of such Relevant Notes,
- (y) the Relevant Issuer Depository Agreement, and
- (z) the MSPB Mortgages Trustee Guaranteed Investment Contract,

as such terms (where not defined herein) are defined in the Relevant Issuer Master Definitions Schedule,

Transfer Agent means The Bank of New York Mellon, appointed by the Sixth Issuer under the Sixth Issuer Agency Agreement to administer the transfer of Sixth Issuer Definitive Notes in the event that Sixth Issuer Definitive Notes are issued,

Trust Property means

- (aa) the Initial Trust Property, the Initial Closing Trust Property and any Future Trust Property (together with the proceeds of sale of any of them, assets from time to time representing any of them and any income produced by any of them) including, without limitation, the Mortgages

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Particulars of a mortgage or charge

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Short particulars

Trustee's whole right, title and beneficial interest in and to all Scottish Trust Property pursuant to any relevant Scottish Declaration of Trust,

- (bb) any increase in the Outstanding Principal Balance of a Loan due to Borrowers taking Payment Holidays or making Redrawings,
 - (cc) any Further Advances made pursuant to Clause 2 7 of the Mortgage Sale Agreement,
 - (dd) any increase in the Outstanding Principal Balance of a Loan as a result of Borrowers making underpayments,
 - (ee) any interest and principal paid by Borrowers on their Loans,
 - (ff) any other amounts received from Borrowers under their Loans or in respect of their Loans and Related Security (but excluding Third Party Amounts),
 - (gg) any amounts derived from items (a) to (f), and
 - (hh) amounts standing to the credit of the Mortgages Trustee GIC Account and the MSPB Mortgages Trustee GIC Account,
- less
- (ii) any Losses in relation to Loans and any actual reductions (and for the avoidance of doubt, not deemed reductions) occurring in respect of the Loans as set out in Clause 8 4 of the Mortgages Trust Deed,
 - (jj) allocations of Principal Receipts to the Beneficiaries made in accordance with Clause 11 of the Mortgages Trust Deed,

and excluding any Loans which have been repaid in full or which have been repurchased by the Seller pursuant to the Mortgage Sale Agreement or other actual adjustments to the Trust Property as set out in the Mortgages Trust Deed (but, for the avoidance of doubt, without counting amounts, if any, covered in (j) and (k) above),



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3835703
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE DEED OF AMENDMENT TO
THE FUNDING DEED OF CHARGE DATED 1 JUNE 2010 AND
CREATED BY MOUND FUNDING LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
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 18 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES