

138564/13
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

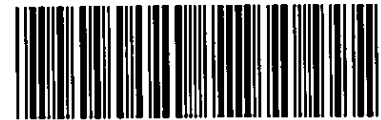
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

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

THURSDAY



LLDW7M3B

LD3

29/07/2010

219

COMPANIES HOUSE

1

Company details

Company number

5 4 1 2 6 0 8

Company name in full

The Mall Funding PLC

3

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

20 07 2010

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

Deed of Accession, Release and Discharge dated 20 July 2010 (the "**Swap Deed of Accession**") between the Issuer, the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee, the Cash Manager, the Agent Bank, the Account Bank, the Principal Paying Agent, the Liquidity Facility Provider, the Current Swap provider, the Exiting Swap Provider, the New Swap Provider and the Issuer Secured Creditors pursuant to which the New Swap Provider accedes to and the Exiting Swap Provider is released and discharged as an Issuer Secured Creditor under the Issuer Deed of Charge, as amended and supplemented by the First Supplemental Issuer Deed of Charge

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Amount secured

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

Amount secured

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The Issuer has covenanted with and undertaken to the Issuer Security Trustee for itself and on trust for the Issuer Secured Creditors that it will duly and punctually pay or discharge without deduction, set-off or counterclaim (unless expressly provided otherwise in the relevant Transaction Document) all of the Issuer Secured Obligations in the manner provided in or contemplated by:

- (a) the Notes;
- (b) the Coupons;
- (c) the Issuer Deed of Charge,
- (d) the Intercompany Loan Agreement,
- (e) the Security Trust and Intercreditor Deed,
- (f) the Second Subscription Agreement,
- (g) the Note Trust Deed,
- (h) the Agency Agreement;
- (i) the Cash Management Agreement,
- (j) the Liquidity Facility Agreement,

See continuation sheet attached

Continuation page

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

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Amount secured	<p>(k) the Swap Agreements;</p> <p>(l) the Issuer Corporate Services Administration Agreement;</p> <p>(m) the Tax Deed of Covenant, and</p> <p>(n) any other document to which the Issuer is or becomes a party with the consent of the Issuer Security Trustee and in respect of which the Issuer owes obligations to a person designated as an Issuer Secured Creditor as agreed between the Issuer and the Issuer Security Trustee after the date hereof</p> <p>as the case may be.</p> <p>Definitions</p> <p>In this Form MG01</p> <p>Accession Deed means the deed of accession to, <i>inter alia</i>, the Common Terms Deed, the Security Trust and Intercreditor Deed and the Tax Deed of Covenant dated on or about 6 May 2005 between the Birmingham Trustees, Capital & Regional (Pallasades One) Limited, Capital & Regional (Pallasades Two) Limited, the Borrower, the General Partner, the Obligor Security Trustee, the Issuer Security Trustee and the Note Trustee;</p> <p>Account Bank means, as at the Restructuring Date, The Bank of New York Mellon, acting through its office at 1 Canada Square, London, E14 5AL,</p> <p>Acquisition/CapEx Facility means the facility of £300,000,000 made available by the Acquisition/CapEx Facility Provider to the Borrower on the First Closing Date and any other facility advanced to the Borrower by the Acquisition/CapEx Facility Provider in accordance with the terms of the Acquisition/CapEx Facility Agreement (to the extent remaining unpaid),</p> <p>Acquisition/CapEx Facility Agreement means an agreement between the Acquisition/CapEx Facility Provider, the Borrower and the Obligor Security Trustee in relation to the provision of the Acquisition/CapEx Facility dated the Closing Date;</p> <p>Acquisition/CapEx Facility Portfolio means Initial Facility Portfolio and any other Additional Mortgaged Property acquired through use of the proceeds from the Acquisition/CapEx Facility as the same may be adjusted from time to time,</p> <p>Acquisition/CapEx Facility Provider means, together, The Royal Bank of Scotland plc and any other lender or lenders from time to time under the Acquisition/CapEx Facility Agreement;</p> <p>Additional Mortgaged Property means any new property which the Obligors may acquire from time to time using proceeds, <i>inter alia</i>, from the Acquisition/CapEx Facility and/or moneys credited to the Disposal Proceeds Account and/or other sums available to the Obligors from the Obligor Accounts and which can be used for such purpose and/or the proceeds of subscription of additional units in the Partnership and/or the proceeds of any Authorised Credit Facility or any combination thereof and which, in any such case, complies with the criteria set out in the Common Terms Deed and which has not been subsequently disposed of in accordance with the terms of the Common Terms Deed;</p> <p>Additional Loan means a Further Loan and/or a New Loan;</p> <p>Additional Obligor means any person nominated by the General Partner (on behalf of the Borrower) to become an Obligor or Limited Obligor under the Transaction Documents in accordance with the conditions set out in Clause 16 of the Common Terms Deed;</p>

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Amount secured	<p>Adjoining Land Development means any acquisition of land or an interest in land adjoining or adjacent to or in close proximity to a Mortgaged Property for the purpose of</p> <p>(a) holding such land as undeveloped land (Undeveloped Land);</p> <p>(b) developing such land by way of alteration, addition to, or extension of an existing building, the construction of a new building (either wholly on the existing Mortgaged Property or on such land or partly on both) or by way of effecting such other works as may be necessary to develop the site for the purposes of earning Ancillary Income only (an Ancillary Development); or</p> <p>developing such land as in (b) but where the primary purposes of such development is to enable the entering into of Occupational Leases with Occupational Tenants in respect of the completed building and/or site (a Primary Development);</p> <p>Agency Agreement means an agency agreement dated on or about the Closing Date and made between the Issuer, the Note Trustee, the Principal Paying Agent, the Paying Agents, the Agent Bank and the Irish Paying Agent, pursuant to which provision is made for, <i>inter alia</i>, the payment of interest and repayment of principal in respect of the Notes, as the same may have been or from time to time be, amended, varied, novated, supplemented or replaced;</p> <p>Agent Bank means, as at the Restructuring Date, The Bank of New York Mellon, acting through its office at 1 Canada Square, London, E14 5AL;</p> <p>Ancillary Income means, <i>inter alia</i>, any sums paid or payable in respect of cash takings from car parks situated at the Mortgaged Properties, insurance rebates receivable in respect of the Mortgaged Properties, any other moneys paid or payable in respect of occupation and/or usage of any part of that Mortgaged Property and any fixture or fitting on that Mortgaged Property including any fixture or fitting on that Mortgaged Property for display or advertisement, on licence or otherwise and any administration facilities provided at the Mortgaged Properties,</p> <p>Approved Valuer means Knight Frank LLP, Jones Lang LaSalle, CB Richard Ellis, DTZ Debenham Tie Leung, Cushman & Wakefield Healey & Baker, King Sturge, Atsreal and FPD Savills, in each case including successors to such firms or any firm arising as a result of a merger entered into by one of more of these firms or such other valuer instructed by the Obligor as may have been approved by the Obligor Security Trustee,</p> <p>Asset Management Agreements means each asset management agreement relating to the Camberley Unit Trust, between the Camberley Trustees, Capital & Regional Property Management Limited, Aviva Investors Global Services Limited and Capital & Regional PLC,</p> <p>Assigned Rights means the Issuer's rights as a secured party under the Obligor Security Documents and any security granted pursuant thereto,</p> <p>Authorised Credit Facility means any authorised credit loan facility advanced to the Borrower by an Authorised Credit Facility Provider in accordance with the terms of the Common Terms Deed for the purpose of acquiring Additional Mortgaged Properties or Adjoining Land Developments, provided that no new authorised credit loan facility shall be an "Authorised Credit Facility" in the event that a Restriction Event shall have occurred and be continuing,</p> <p>Authorised Credit Facility Agreement means any agreement entered into from time to time between an Authorised Credit Facility Provider, the Borrower and the Obligor Security Trustee in relation to the provision of an Authorised Credit Facility to the Borrower;</p>	

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Authorised Credit Facility Portfolio means any additional portfolio of Mortgaged Properties as may be financed by any Authorised Credit Facility from time to time, which together with any other Authorised Credit Facility Portfolio and the Acquisition/CapEx Facility Portfolio constitute a Facility Portfolio,

Authorised Credit Facility Provider means, from time to time, any other authorised credit facility provider as determined by the Borrower and the Obligor Security Trustee,

Beneficiaries' Undertakings means the Borrower Beneficiary's Undertaking, the C&R Beneficiaries' Undertakings, the Camberley Beneficiaries' Undertaking, the Birmingham Trustees beneficiaries' undertaking, the Birmingham unitholders beneficiaries' undertaking and the First Supplemental Borrower Beneficiary's Undertaking;

Birmingham Trustees means Mourant & Co Trustees Limited and Mourant Property Trustees Limited in their capacities as trustees of the Birmingham Unit Trust,

Birmingham Unit Trust means the Jersey unit trust managed and administered by the Birmingham Trustees,

Borrower means The Mall Limited Partnership, an English limited partnership, acting by the General Partner,

Borrower Beneficiary's Undertaking means the deed so entitled dated on or about the Closing Date whereby the Borrower gives certain undertakings to, *inter alios*, the Obligor Security Trustee,

Budgeted Leasing and Capex Reserve Account means the account so named opened in the name of the Obligor Security Trustee and maintained with the Account Bank and to be operated in accordance with the Cash Management Agreement,

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

C&R Beneficiary's Undertaking means each of the deeds so entitled dated on or about the Closing Date whereby the relevant C&R Seller gives certain undertakings to, *inter alios*, the Obligor Security Trustee;

C&R GP means Capital & Regional (Mall GP) Limited,

C&R Sellers means C&R Retail (Northern) Ltd, C&R Shopping Centres Ltd, Howgate Shopping Centre Ltd, Ashley Centre Limited Partnership acting by its General Partner Ashley Centre GP Ltd and C&R Investments Ltd,

Camberley means the Mortgaged Property situated at Camberley,

Camberley Beneficiaries' Undertaking means the deed so entitled dated on or about the Closing Date whereby the Borrower and Mall Jersey give certain undertakings to, *inter alios*, the Obligor Security Trustee,

Camberley Client Ancillary Income Account means an account in the name of the Property manager into which the Ancillary Income is collected by the Property Manager in accordance with Clause 11.1 of the Cash Management Agreement;

Camberley Client Rental Income Account means an account in the name of the Property Manager into which the Gross Rental Income, including Ancillary Income received from the

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Occupational Tenants at, The Main Square, Camberley Shopping Centre, is collected by the Property Manager in accordance with Clause 11.1 of the Cash Management Agreement;

Camberley Landlord Revenue Expenditure Account means the account in the name of the Property Manager into which amounts representing the rental deposits in respect of the Mortgaged Properties (other than those in relation to The Main Square, Camberley Shopping Centre) are transferred from amounts standing to the credit of the Client Pool Account in accordance with Clause 11.2 of the Cash Management Agreement;

Camberley Trustees means Mourant & Co Trustees Limited and Mourant Property Trustees Limited in their capacities as trustees of the Camberley Unit Trust,

Camberley Unit Trust means the Jersey unit trust known as The Main Square Camberley Unit Trust managed and administered by the Camberley Trustees who hold the Mortgaged Property situated at Camberley,

Capex and Working Capital Accounts means each of the Budgeted Leasing and Capex Reserve Account, the Leasing and Capex Allowance Reserve Account and the Liquidity Reserve Account,

Cash Management Account means an account in the name of the Borrower maintained with the Account Bank into which the Fund Manager and the General Partner will have directed the Property Manager to pay the Obligor Debt Service Required Amount from the Client Rental Income Account, the Client Ancillary Income Account, and the Camberley Client Rental Income Account ten days after the relevant Quarter Date,

Cash Management Agreement means the cash management agreement dated on the First Closing Date and made between, *inter alios*, the Cash Manager, the Borrower, the Account Bank and the Obligor Security Trustee, as the same may be amended, varied and/or supplemented from time to time in accordance with its terms,

Cash Manager means, as at the Restructuring Date, The Mall Cash Manager Limited, acting through its office at Level 11, Tower 42, International Financial Centre, 25 Old Broad Street, London EC2N 1HQ,

Cash Reserve Account means the account in the name of the Obligor Security Trustee maintained with the Account Bank and designated "The Mall Limited Partnership – Cash Reserve Account",

Clearstream, Luxembourg means Clearstream Banking, *société anonyme*;

Client Accounts means the Camberley Client Rental Income Account, the Camberley Client Ancillary Income Account, the Camberley Landlord Revenue Expenditure Account, the Client Pool Account, the Client Rental Income Account, the Client Ancillary Income Account, the Client Service Charge Account, the Client Landlord Revenue Expenditure Account, the Client Insurance Account, the Client General Rental Deposit Account and the Client Car Park Income Account and any other accounts designated as such by agreement in writing from time to time between the Property Manager, the Cash Manager and the Obligor Security Trustee,

Client Accounts Trust Deed means the trust deed dated the First Closing Date between, *inter alios*, the Property Manager, the Borrower, the Obligor Security Trustee and the Legal Owners pursuant to which the Property Manager declares a trust over the Client Accounts, as the same may have been or from time to time may be, amended, varied, novated, supplemented or replaced;

Client Ancillary Income Account means an account in the name of the Property manager into which the Ancillary Income received in respect of the retail merchandising units, promotional spaces

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and cash takings for car parking arising from the Mortgaged Properties (excluding The Main Square, Camberley Shopping Centre) is collected by the Property Manager in accordance with Clause 11.1 of the Cash Management Agreement,

Client Car Park Income Account means an account in the name of the Property Manager into which cash takings in respect of car parks arising from the Mortgaged Properties located at Bristol, Woodgreen, Bexleyheath, Ilford and Edgware are collected by the Property Manager in accordance with Clause 11.1 of the Cash Management Agreement,

Client General Rental Deposit Account means an account in the name of the Property Manager into which amounts representing the rental deposits in respect of the Mortgaged Properties (other than those in relation to The Main Square, Camberley Shopping Centre) are transferred from amounts standing to the credit of the Client Pool Account in accordance with Clause 11.2 of the Cash Management Agreement,

Client Insurance Account means an account in the name of the Property Manager into which amounts representing the payment of invoices delivered annually in respect of insurance premiums arising in relation to the Mortgaged Properties (other than those in relation to The Main Square, Camberley Shopping Centre) are transferred from amounts standing to the credit of the Client Pool Account in accordance with Clause 11.2 of the Cash Management Agreement;

Client Landlord Revenue Expenditure Account means the account in the name of the Property Manager into which amounts standing to the credit of the Camberley Client Rental Income Account are transferred to pay for non-recoverable property operating expenses in accordance with Clause 11.2 of the Cash Management Agreement;

Client Pool Account means an account in the name of the Property Manager into which the Gross Rental Income including Ancillary Income received from Occupational Tenants (excluding those of The Main Square, Camberley Shopping Centre) is collected by the Property Manager in accordance with Clause 11.1 of the Cash Management Agreement,

Client Rental Income Account means an account in the name of the Property Manager into which amounts representing the Gross Rental Income (other than Ancillary Income) in respect of the Mortgaged Properties (other than those in relation to The Main Square, Camberley Shopping Centre) are transferred from amounts standing to the credit of the Client Pool Account in accordance with Clause 11.2 of the Cash Management Agreement,

Client Service Charge Account means an account in the name of the Property Manager into which amounts representing the service charges collected in respect of the Mortgaged Properties (other than those of The Main Square, Camberley Shopping Centre) are transferred from amounts standing to the credit of the Client Pool Account in accordance with Clause 11.2 of the Cash Management Agreement;

Closing Date means the First Closing Date,

Common Terms means the common terms applicable to all of the Obligor Transaction Documents as set out in the Common Terms Deed, as the same may be amended, varied or supplemented from time to time in accordance with its terms,

Common Terms Deed means a deed dated the First Closing Date between the Issuer, the Borrower, the other Initial Obligors, the C&R Sellers, the Limited Obligors, the Note Trustee, the Issuer Security Trustee, the Obligor Security Trustee, the Acquisition/CapEx Facility Provider and the other Obligor Secured Creditors containing the Common Terms, as the same may have been or from

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time to time may be, amended, varied, novated, supplemented or replaced;

Conditions means the terms and conditions applicable to the Notes, as set out in the Trust Deed and as may be modified in accordance with the Trust Deed and any reference to a particular numbered Condition shall be construed accordingly and references in the Conditions to paragraphs shall be construed as paragraphs of such Conditions,

Couponholders means the holders from time to time of the Coupons;

Coupons means the bearer interest coupons in, or substantially in, the form set out in Schedule 4 (*Form of Coupon*) to the Note Trust Deed and for the time being outstanding or, where the context requires, a specific number of them and includes (where applicable) the Talons in respect of such Coupons;

Current Swap Provider means Credit Suisse International;

CPO Disposal means a disposal of the whole or part of a Disposal Property within the Securitised Portfolio in connection with a compulsory purchase order,

Debt Outstanding means, at any time, the principal amount outstanding of the Intercompany Loan at such time minus the aggregate of any amounts standing to the credit of (i) the Excess Cash Account which are to be applied in the prepayment of the Intercompany Loan (and not, for the avoidance of doubt, to be applied in funding capex and working capital reserves in accordance with Clauses 13.17 to 13.23 inclusive of the Cash Management Agreement) and (ii) the Disposal Proceeds Account,

Definitive Note means in respect of the Notes, each bearer note issued or to be issued in definitive form for that Note in, or substantially in, the form set out in Schedule 3 (*Form of the Definitive Note*) to the Note Trust Deed,

Disposal Proceeds Account means an account established by Mall Nominee One Limited on behalf of and held for the benefit of the Legal Owners with the Account Bank and managed by the Cash Manager, or its duly authorised agent, into which the Gross Cash Proceeds of disposals of Mortgaged Properties will be credited pursuant to the Common Terms Deed and the Cash Management Agreement;

Disposal Property means a Mortgaged Property which an Obligor or a Limited Obligor may be entitled to dispose of subject to certification to the Obligor Security Trustee and compliance with the conditions set out in the Common Terms Deed and/or the Acquisition/CapEx Facility Agreement or an Authorised Credit Facility Agreement, as the case may be;

Duty of Care Deed means each duty of care deed entered into between the Obligor Security Trustee, the General Partner (on behalf of the Borrower) and, as applicable, the Fund Manager or the Property Manager,

Elected Disposal means a voluntary disposal by the Obligors of a Disposal Property within the Securitised Portfolio for any reason,

Euroclear means Euroclear Bank S A /N.V , as operator of the Euroclear System;

Excess Cash Account means the account so named opened in the name of the Obligor Security Trustee and maintained with the Account Bank and operated in accordance with the Cash Management Agreement,

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Exiting Swap Provider means The Royal Bank of Scotland plc;

Facility Portfolio means the Acquisition/CapEx Facility Portfolio and any other Authorised Credit Facility Portfolio from time to time,

First Closing Date means 5 May 2005,

First Subscription Agreement means the subscription agreement dated 22 April 2005 entered into between the Issuer, the Borrower and the Managers pursuant to which the Managers agreed to jointly and severally use best efforts to place the Original Notes on the First Closing Date;

First Supplemental Borrower Beneficiary's Undertaking means a borrower beneficiary's undertaking supplemental to the Borrower Beneficiary's Undertaking, entered into on the Second Closing Date whereby the Borrower gives certain undertakings to, *inter alios*, the Obligor Security Trustee,

First Supplemental Issuer Deed of Charge means an issuer deed of charge supplemental to the Issuer Deed of Charge entered into on the Second Closing Date between the Issuer, the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee, the Cash Manager, the Agent Bank, the Account Bank, the Principal Paying Agent, the Irish Paying Agent, the Liquidity Facility Provider, the Current Swap Provider and the Exiting Swap Provider;

First Supplemental Property Trust Deed means a property trust deed supplemental to the Property Trust Deeds entered into on the Second Closing Date between the Legal Owners and the Borrower, pursuant to which, *inter alia*, the beneficiary of the trust will provide certain directions to its trustees;

First Supplemental Tax Deed of Covenant means a tax deed of covenant supplemental to the Original Tax Deed of Covenant entered into on the Second Closing Date, supporting obligations of the Issuer and the Borrower under the Transaction Documents under which, *inter alia*, the Issuer gives certain representations, warranties and covenants in relation to its tax affairs, the General Partner (for itself and for the Borrower), the Nominee HoldCos and the Nominees, *inter alios*, will give certain representations, warranties and covenants in relation, *inter alia*, to the tax affairs of the Borrower, for the benefit of the Obligor Security Trustee, the Issuer Security Trustee and the Note Trustee,

First Supplemental Trust Deed means a trust deed supplemental to the Original Trust Deed entered into on the Second Closing Date between the Issuer and the Note Trustee in relation to which the Second Issue Notes will be constituted;

Fitch means Fitch Ratings Ltd, or any successor to its rating business;

FSMA means the Financial Services and Markets Act 2000;

Fund Manager means Aviva Investors Global Services Limited in its capacity as fund manager under the Fund Manager's Agreement and investment manager under the Investment Management Agreement,

Fund Manager's Agreement means the agreement entered into on 25 January 2002 between the Fund Manager and the General Partner, on behalf of the Borrower, pursuant to which the Fund Manager was appointed to manage the Borrower together with each of those investment agreements in respect of the Mortgaged Properties situated at Camberley,

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Further Issue Date means the date on which Further Notes or New Notes are issued,

Further Loan means a further loan requested by the Borrower, pursuant to the Intercompany Loan, by written notice to the Issuer, the Obligor Security Trustee and the Rating Agencies and advanced as a result of an issue of Further Notes,

Further Notes means any further £100,000 Secured Floating Rate Notes due 2017 issued pursuant to Condition 19 (*Issue of Further Notes and New Notes*),

Further Notice of Drawdown means a Notice of Drawdown in relation to the Additional Loan to be drawdown under the Intercompany Loan Agreement on the Second Closing Date,

Further Permanent Global Note means, in respect of each class of Further Notes, the bearer permanent global note for that class of Further Note in or substantially in the form set out in Schedule 2 (*Form of Permanent Global Note*) to the Note Trust Deed;

Further Temporary Global Note means, in respect of each class of Further Notes and each class of Original Notes, the bearer temporary global note for that class of Note in or substantially in the form set out in Schedule 1 (*Form of Temporary Global Note*) to the Note Trust Deed,

General Partner means The Mall (General Partner) Limited in its capacity as general partner of the Partnership within the meaning of Section 4(2) of the Limited Partnership Act 1907,

Global Notes means the Original Permanent Global Note and the related Temporary Global Note or, where the context requires, any of them, plus any Further Permanent Global Notes, any Further Temporary Global Notes, any New Permanent Global Notes and any New Temporary Global Notes, if issued,

GP HoldCos means NUML and C&R GP,

Gross Cash Proceeds means in the case of any Permitted Disposal, the total consideration received by the Borrower in connection with such disposal,

Gross Rental Income means, for any given time period, the aggregate of all amounts paid or payable (as applicable) to or for the account of the Legal Owners, held on behalf of the Borrower in connection with the letting or use of any Mortgaged Property, including each of the following amounts (without double counting):

- (a) rent, licence fees and equivalent amounts held as security for performance of an Occupational Tenant's obligations,
- (b) a sum equal to any apportionment of rent allowed in favour of the Borrower;
- (c) any Ancillary Income,
- (d) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,
- (e) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Occupational Lease;
- (f) any sum paid or payable by any guarantor of any Occupational Tenant under any Occupational Lease,

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Amount secured	<p>any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Borrower;</p> <p>Hedging Amendment Agreements means the Swap Agreement, the Swap Credit Support Document and the Swap Deed of Accession,</p> <p>Incoming Property means a property which is available to be substituted for the relevant Mortgaged Property within the Securitised Portfolio and which has been selected by the General Partner (on behalf of the Borrower) upon notice of such property by the Property Manager;</p> <p>Initial Facility Portfolio means the Mortgaged Property situated at the Allders Store, Camberley,</p> <p>Initial Loan means a term loan facility in an aggregate principal amount of £1,060,000,000 advanced by the Issuer pursuant to the terms of the Intercompany Loan Agreement to the Borrower on the First Closing Date;</p> <p>Initial Obligors means the Borrower, the General Partner, the Nominee HoldCos and the Nominees,</p> <p>Intercompany Loan means the Initial Loan, the Further Loan made by the Issuer to the Borrower on or about the Second Closing Date and any other Further Loans or any New Loans made in accordance with the Intercompany Loan Agreement,</p> <p>Intercompany Loan Agreement means the agreement in relation to the Intercompany Loan entered into on the First Closing Date between, <i>inter alios</i>, the Issuer, the Borrower, the General Partner and the Obligor Security Trustee, as the same may have been or from time to time may be amended, varied, novated, supplemented or replaced,</p> <p>Interest Payment Date means the 22nd day of April, July, October and January in each year, except if such day is not a Business Day, in which case it shall be the next succeeding Business Day unless such day falls in the next month, in which case it shall be the preceding Business Day, on which interest will be paid in respect of the Notes,</p> <p>Investment Management Agreement means the investment management agreement relating to the Camberley Unit Trust between the Camberley Trustees and Aviva Investors Global Services Limited;</p> <p>Irish Paying Agent means, as at the Restructuring Date, J P. Morgan Bank (Ireland) plc, acting through its office at JPMorgan House, I F S C , Dublin 1, Ireland;</p> <p>Issuer means The Mall Funding PLC, whose registered office is c/o Wilmington Trust SP Services (London) Limited (formerly SPV Management Limited) at Level 11, Tower 42, International Financial Centre, 25 Old Broad Street, London EC2N 1HQ, as issuer of the Original Notes and the Second Issue Notes,</p> <p>Issuer Amendment Documents means the Second Supplemental Note Trust Deed, the Liquidity Amendment Deed and the Hedging Amendment Agreements,</p> <p>Issuer Charged Property means the whole of the right, title, benefit and interest of the Issuer in the property, assets and rights of the Issuer charged or secured by or pursuant to the Issuer Deed of Charge;</p>	

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the First Closing Date between the Issuer and the Issuer Corporate Services Administrator in relation to providing the Issuer with certain secretarial and administration services, as the same may have been or from time to time may be amended, varied, novated, supplemented or replaced;

Issuer Corporate Services Administrator means, as at the Restructuring Date, Wilmington Trust SP Services (London) Limited (formerly SPV Management Limited), acting through its office at Level 11, Tower 42, International Financial Centre, 25 Old Broad Street, London EC2N 1HQ;

Issuer Deed of Charge means the Original Issuer Deed of Charge and the First Supplemental Issuer Deed of Charge,

Issuer Secured Creditors means the Issuer Security Trustee (and any receiver appointed by the Issuer Security Trustee), the Note Trustee (and any receiver appointed by the Note Trustee), the Account Bank, the Borrower, the Agent Bank and the Paying Agents, the Issuer Corporate Services Administrator, the Swap Providers, the Liquidity Facility Provider and any other person acceding to the Issuer Deed of Charge as a secured creditor of the Issuer from time to time,

Issuer Secured Obligations means all monies, liabilities and obligations whatsoever, present and future and whether actual or contingent, which from time to time become due, owing or payable by the Issuer.

- (a) to the Issuer Security Trustee and/or any Receiver under the Issuer Deed of Charge or any other documents evidencing or securing any such liabilities;
- (b) to, or to the order of, the Note Trustee under the Note Trust Deed,
- (c) to the Noteholders and the Couponholders under or in respect of the Notes and Coupons, and
- (d) to each of the other Issuer Secured Creditors in accordance with each of the other Transaction Documents to which it is a party,

Issuer Security Trustee means, as at the Restructuring Date, BNY Corporate Trustee Services Limited acting through its principal office at 1 Canada Square, London, E14 5AL,

Issuer Transaction Documents means the First Subscription Agreement, the Second Subscription Agreement, the Issuer Deed of Charge, the First Supplemental Issuer Deed of Charge, the Master Amendment Deed, the Issuer Amendment Documents, the Agency Agreement, the Note Trust Deed, the First Supplemental Note Trust Deed, the Swap Agreements, the Swap Deed of Accession, the Liquidity Facility Agreement, the Variation Notice, the Intercompany Loan Agreement, the Further Notice of Drawdown, the Issuer Corporate Services Administration Agreement, the Tax Deed of Covenant and the First Supplemental Tax Deed of Covenant, the Beneficiaries' Undertakings and the First Supplemental Beneficiary's Undertaking,

Jersey Security Documents means the security instruments granted in favour of the Obligor Security Trustee (on behalf of the Obligor Secured Creditors) creating and evidencing security granted by the General Partner in respect of the shares it holds in the Nominee HoldCos and in respect of the units held by it on behalf of the Borrower in the Camberley Unit Trust,

Lead Manager means Credit Suisse Securities (Europe) Limited, whose registered office is at One Cabot Square, Canary Wharf, London E14 4QJ,

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Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

name of the Obligor Security Trustee and maintained with the Account Bank and operated in accordance with the Cash Management Agreement;

Legal Owners means (i) the Nominees; (ii) the Camberley Trustees, and (iii) NULAP, as appropriate, as the legal owners of the Mortgaged Properties and any other legal owner of a Mortgaged Property from time to time;

Limited Obligors means the Camberley Trustees, the GP HoldCos and NULAP,

Limited Partner means the Mall Unit Trust, a Jersey property unit trust;

Liquidity Amendment Deed means the amendment deed entered into by the Issuer, the Issuer Security Trustee and the Liquidity Facility Provider on or about the Restructuring Date amending certain terms of the Liquidity Facility Agreement.

Liquidity Facility Agreement means a facility agreement entered into on the First Closing Date between the Liquidity Facility Provider and the Issuer in relation to the Liquidity Facility, as the same may have been or from time to time may be amended, varied, novated, supplemented or replaced,

Liquidity Facility Provider means Barclays Bank PLC under the Liquidity Facility Agreement,

Liquidity Reserve Account means the account so named opened in the name of the Obligor Security Trustee and maintained with the Account Bank and operated in accordance with the Cash Management Agreement,

LTV means the ratio of loan to value where

- (a) the "loan" numerator will be the Debt Outstanding; and
- (b) the "value" denominator will be based on the most recent full Valuation Report (in, or substantially in, a pre-agreed form) prepared by the Valuer in respect of the Securitised Portfolio;

Mall Jersey means Capital & Regional (Mall Jersey) Limited;

Managers means the Lead Manager and The Royal Bank of Scotland plc;

Market Value means (other than in relation to the Valuation Report dated 22 April 2005 prepared by DTZ Debenham Tie Leung), in respect of a property, has the meaning given to that term in the RICS Appraisal and Valuation Standards current at the time of the valuation (or, failing that, the nearest equivalent document defining generally accepted valuation terms, requirements and practices),

Master Amendment Deed means the master amendment deed between the Obligors, the Limited Obligors, the C&R Sellers, the Issuer, the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee, the Acquisition/CapEx Facility Provider, the Acquisition/CapEx Facility Arranger and Agent, the Cash Manager, the Account Bank, the Agent Bank and Principal Paying Agent and the Issuer Corporate Services Provider entered into on the Second Closing Date and as incorporated into the Transaction Documents;

Master Definitions Schedule means the master definitions schedule dated 20 July 2010 and signed on the Restructuring Date for identification purposes by Berwin Leighton Paisner LLP,

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Minor Disposal means a disposal of.</p> <p>(a) any asset, where the book value of such asset prior to disposal was less than or equal to £50,000;</p> <p>(b) any asset, including any Eligible Investment, not being a Mortgaged Property or otherwise part of the Property Portfolio in accordance with the Transaction Documents, and</p> <p>a Disposal Property within the Securitised Portfolio which does not adversely affect the Market Value of the remaining Mortgaged Property(ies) after such disposal, as certified by the Property Manager and the Obligor Security Trustee, and is effected by the grant of an easement, licence or wayleave necessary to a third party to enable the laying in, under or over such Mortgaged Property(ies) of conduits for gas, electricity, telecommunications, water, drainage and the like,</p> <p>Moody's means Moody's Investors Service Limited or any successor to its rating business,</p> <p>Mortgaged Properties means the properties listed in the table set out in Schedule 2 (<i>Details of Mortgaged Properties</i>) of the Security Trust and Intercreditor Deed and any Additional Mortgaged Properties, in each case, which have not been disposed of in accordance with the terms of the Common Terms Deed (and shall include all estate rights and interests in such properties and all buildings, structures and fixtures on such properties);</p> <p>Net Rental Income means the Gross Rental Income excluding any contributions from the Occupational Tenants and any amount attributable to VAT,</p> <p>New Loan means a new loan requested by the Borrower, pursuant to the Intercompany Loan, by written notice to the Issuer, the Obligor Security Trustee and the Rating Agencies and advanced as a result of an issue of New Notes;</p> <p>New Notes means any new notes issued pursuant to Condition 19 (<i>Issue of Further Notes and New Notes</i>), other than Further Notes,</p> <p>New Permanent Global Note means, in respect of each class of New Notes, the bearer permanent global note for that class of New Note in or substantially in the form set out in Schedule 2 (<i>Form of Permanent Global Note</i>) to the Note Trust Deed,</p> <p>New Temporary Global Note means, in respect of each class of New Notes, the bearer temporary global note for that class of Note in or substantially in the form set out in Schedule 1 (<i>Form of Temporary Global Note</i>) to the Note Trust Deed,</p> <p>New Swap Agreement means the Swap Agreement entered into on the Restructuring Date between the New Swap Provider and the Issuer,</p> <p>New Swap Provider means Lloyds TSB Bank plc,</p> <p>Nominee means each of Alhambra One Limited, Alhambra Two Limited, Howgate One Limited, Howgate Two Limited, Howgate Three Limited, Howgate Four Limited, Liberty One Limited, Liberty Two Limited, Mall Nominee One Limited, Mall Nominee Two Limited, Selborne One Limited, Selborne Two Limited, Trinity One Limited, Trinity Two Limited, Wood Green One Limited, Wood Green Two Limited, in each case for so long as it continues to be the Legal Owner (alone or with another Nominee) of any Mortgaged Property, and any other limited liability company incorporated from time to time after the Second Closing Date within the Obligor Security Group for the purpose of holding the legal title in, or in Scotland, title to, any Mortgaged Property or Additional Mortgaged</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Property;</p> <p>Nominee HoldCos means Alhambra Barnsley Limited, Howgate Freehold Limited, Howgate Leasehold Limited, Liberty Romford Limited, Selbourne Walthamstow Limited, Trinity Aberdeen Limited and Wood Green London Limited, being limited liability companies incorporated in Jersey each of which owns a pair of Nominees, and any other limited liability company, incorporated and/or established or acquired from time to time after the Second Closing Date within the Obligor Security Group for the purpose of holding Nominee(s) for so long as it continues to hold Nominee(s);</p> <p>Note Trustee means, as at the Restructuring Date, BNY Corporate Trustee Services Limited, acting through its principal office at 1 Canada Square, London, E14 5AL,</p> <p>Note Trust Deed means the Original Trust Deed and the First Supplemental Trust Deed, (as modified from time to time in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto),</p> <p>Noteholders means:</p> <p>(a) in relation to any Notes represented by a Global Note, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg or any other person the Note Trustee considers appropriate as the holder of a particular Principal Amount Outstanding of those Notes, for which purpose any certificate or letter of confirmation (or any other form of record made by any of them) as to the Principal Amount Outstanding of Notes standing to the account of any person shall be conclusive and binding on the basis that that person shall be treated by the Issuer, the Note Trustee and all other persons as the holder of that Principal Amount Outstanding of those Notes for all purposes other than the right to payments in respect of those Notes which shall be vested, as against the Issuer, solely in the bearer of the relevant Global Note, who shall be regarded as the "Noteholder" for that purpose, and</p> <p>(b) in relation to any Definitive Notes issued under Condition 1(d) (<i>Form, Denomination and Title – Issue of Definitive Notes</i>), the bearers of those Definitive Notes,</p> <p>and related expressions shall be construed accordingly,</p> <p>Notes means the Original Notes and Second Issue Notes together with any Further Notes and New Notes of the Issuer and shall include the Definitive Notes and the Global Notes or, where the context requires, any of them;</p> <p>NULAP means Aviva Life & Pensions UK Limited, whose registered office is at 2 Rougier Street, York YO90 1UU;</p> <p>NUML means Norwich Union (Mall GP) Limited, a 100 per cent subsidiary of NU GP, whose registered office is at 1 Poultry, London, EC2R 8EJ,</p> <p>Obligor Accession Deed means</p> <p>(a) a deed of accession to the, <i>inter alia</i>, Common Terms Deed, the Security Trust and Intercreditor Deed and the Tax Deed of Covenant (the form of which is set out in Schedule 8 (<i>Form of Obligor Accession Deed</i>) to the Common Terms Deed) executed in counterpart by the nominated Additional Obligor, the General Partner (on behalf of the Borrower), the Obligor Security Trustee and the Issuer Security Trustee; and/or</p> <p>(b) a deed of accession to the Obligor/Issuer Floating Charge Agreement (the form of which is</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>set out in the Obligor/Issuer Floating Charge Agreement) executed in counterpart by the nominated Additional Obligor, the General Partner (on behalf of the Borrower), the Issuer and the Issuer Security Trustee, as the contract requires,</p> <p>Obligor Accounts means the Disposal Proceeds Account, the Cash Management Account, the Cash Reserve Account, the Capex and Working Capital Accounts and the Excess Cash Account;</p> <p>Obligor Debt Service Required Amount means the aggregate of the payments specified in items (a) to (m) (inclusive) in the Obligor Pre-Enforcement Priority of Payments or items (a) to (g) (inclusive) of the Obligor Post-Enforcement Priority of Payments, as then applicable, required to be made on the next Interest Payment Date by the Borrower,</p> <p>Obligor Global Amendment Deed means the global amendment deed dated on or around the Restructuring Date between the Borrower, the General Partner, the Obligors, the Limited Obligors, the C&R Sellers, the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee, the Issuer, the Cash Manager, the Account Bank, the Custodian, the Agent Bank, the Principal Paying Agent, the Delegate Cash Manager, the Issuer Corporate Services Provider, the Property Manager and the Fund Manager;</p> <p>Obligor/Issuer Floating Charge Agreement means the deed dated as of the First Closing Date entered into between, <i>inter alios</i>, the Issuer, the Obligors, the GP HoldCos, the Issuer Security Trustee and the Note Trustee in relation to granting a floating charge over all of the Obligor's assets not already subject to fixed security under the Security Trust and Intercreditor Deed, as the same may have been or from time to time may be amended, varied, novated, supplemented or replaced;</p> <p>Obligor Post-Enforcement Priority of Payments means the order of the Borrower's priority of payments post enforcement of the Notes as set out in Clause 10 (<i>Upon enforcement</i>) of the Security Trust and Intercreditor Deed,</p> <p>Obligor Pre-Enforcement Priority of Payments means the order of the Borrower's priority of payments prior to enforcement of the Notes as set out in Clause 9 (<i>Application of moneys prior to an Obligor Enforcement Notice</i>) of the Security Trust and Intercreditor Deed,</p> <p>Obligor Secured Creditors means the Acquisition/CapEx Facility Provider, the Obligor Security Trustee, any Receiver of any Obligor, the Issuer, the Cash Manager, the Account Bank and any other entity that in due course becomes a secured creditor of the Obligors and accedes to the Obligor Security Documents, as relevant,</p> <p>Obligor Security Assets means the property, rights and assets of the Obligors and Limited Obligors (or where applicable the relevant Obligor or the relevant Limited Obligor) which are the subject of security interests created by the Borrower, the other Obligors and Limited Obligors in favour of the Obligor Security Trustee under or pursuant to the Security Trust and Intercreditor Deed,</p> <p>Obligor Security Documents means</p> <ul style="list-style-type: none"> (a) the Security Trust and Intercreditor Deed; (b) the Obligor/Issuer Floating Charge Agreement, (c) the Scottish Security Documents; (d) the Jersey Security Documents,¹⁴ 	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(e) the Accession Deed, and</p> <p>(f) any Obligor Accession Deed,</p> <p>Obligor Security Group means a security group consisting of the Initial Obligors on the Restructuring Date and any Additional Obligors;</p> <p>Obligor Security Trustee means, as at the Restructuring Date, BNY Corporate Trustee Services Limited, acting through its principal office at 1 Canada Square, London, E14 5AL as appointed pursuant to the Security Trust and Intercreditor Deed;</p> <p>Obligor Transaction Documents means the Master Amendment Deed, the Obligor Global Amendment Deed, the Obligor Security Documents, the Common Terms Deed, the Intercompany Loan Agreement, the Further Notice of Drawdown, the Tax Deed of Covenant, the First Supplemental Tax Deed of Covenant, the Acquisition/CapEx Facility Agreement, the Waiver Letter, the fee letter in respect of the Acquisition/CapEx Facility, the Client Account Trust Deed, the Cash Manager Corporate Services Administration Agreement, the Cash Management Agreement, the Property Trust Deeds, the First Supplemental Property Trust Deed, the Beneficiaries' Undertaking, the First Supplemental Beneficiary's Undertaking, the Duty of Care Deeds, the Scottish Consent Deed, any Authorised Credit Facility Agreement, any fee letter in respect of any such Authorised Credit Facility Agreement, the Scottish Trust Declarations;</p> <p>Obligors means the Initial Obligors and any Additional Obligors,</p> <p>Occupational Lease means any present or future lease, including Scottish interposed leases, underlease, sublease, licence tenancy or right to possession, occupation or use and any agreement for any of them relating to any whole or part of a Mortgaged Property to which a Legal Owner's interest in a Mortgaged Property may be subject from time to time;</p> <p>Occupational Tenants means the primary tenants under the Occupational Leases,</p> <p>Original Issuer Deed of Charge means an issuer deed of charge entered into on the Closing Date between the Issuer, the Obligor Security Trustee, the Issuer Security Trustee, the Note Trustee, the Cash Manager, the Agent Bank, the Account Bank the Principal Paying Agent, the Irish Paying Agent, the Liquidity Facility Provider and the Current Swap Provider as the same may be amended, varied and/or supplemented from time to time in accordance with its terms;</p> <p>Original Notes means £1,060,000,000 Secured Floating Rate Notes due 2017 or, where the context so requires, any of them;</p> <p>Original Permanent Global Note means the Original Notes represented by a permanent global note;</p> <p>Original Tax Deed of Covenant means a deed of covenant, entered into on the Closing Date, supporting obligations of the Issuer and the Borrower under the Transaction Documents under which, <i>inter alia</i>, the Issuer gave certain representations, warranties and covenants in relation to its tax affairs, the General Partner (for itself and for the Borrower), the Nominee HoldCos and the Nominees, <i>inter alios</i>, gave certain representations, warranties and covenants in relation, <i>inter alia</i>, to the tax affairs of the Borrower, for the benefit of the Obligor Security Trustee, the Issuer Security Trustee and the Note Trustee,</p> <p>Original Trust Deed means a trust deed entered into on the First Closing Date between the Issuer and the Note Trustee in relation to which the Original Notes were originally constituted (as modified from time to time in accordance with the provisions therein contained and any deed or other</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

document expressed to be supplemental thereto),

Outgoing Property means a Mortgaged Property to be substituted by an Incoming Property,

Partnership means the Borrower as established by the Partnership Deed and registered under the Limited Partnerships Act 1907;

Partnership Deed means the amended and restated limited partnership deed dated 9 March 2004 between the General Partner and the Limited Partner in respect of the Borrower;

Paying Agents means the Principal Paying Agent together with the Irish Paying Agent and any successor or additional paying agents appointed from time to time in connection with the Notes under the Agency Agreement and **Paying Agent** means any one of them;

Permitted Disposals means a Same-Day Substitution Disposal, a CPO Disposal, a Minor Disposal and an Elected Disposal;

Principal Amount Outstanding means, on any date in relation to a Note, the principal amount outstanding of that Note as at the First Closing Date (in the case of an Original Note), the Second Closing Date (in the case of a Second Issue Note) or the Further Issue Date (in the case of a Further Note) less the aggregate of all Note principal payments that have been made by the Issuer in respect of that Note on or prior to that date provided that for each of the following purposes, namely:

- (a) the right to attend and vote at any meeting of the Noteholders;
- (b) the determination of how many and which Notes are for the time being outstanding for the purposes of Clause 19 (*Modification*), Clause 20 (*Waiver of Breach*), and Clause 21 (*Appointment, Removal and Retirement of Note Trustees*) of the Note Trust Deed and Condition 9 (*Note Event of Default*), Condition 10 (*Enforcement*), Condition 11 (*Noteholder Action*), Condition 12 (*Meetings of Noteholders*), and the Provisions for Meetings of Noteholders set out in Schedule 7 of the Note Trust Deed;
- (c) any discretion, power or authority contained in the Note Trust Deed which the Note Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of any of the Noteholders; and
- (d) the determination by the Note Trustee whether any of the events specified in Clause 19 (*Modification*) and Clause 20 (*Waiver of Breach*) of the Note Trust Deed and Condition 9(b) (ii) (*Note Event of Default*), Condition 13 (*Modification and Waiver of Breach*), Condition 14 (*Substitution of Principal Debtor*) is materially prejudicial to the interest of the Noteholders,

those Notes (if any) which are for the time being held by any Obligor shall (unless and until ceasing to be so held) be deemed to have a Principal Amount Outstanding of zero.,

Principal Paying Agent means as at the Restructuring Date The Bank of New York Mellon, whose registered office is at 1 Canada Square, London, E14 5AL;

Property Manager means Capital & Regional Property Management Limited in its capacity as property and asset, as appropriate, manager under the Property and Asset Management Agreement and as asset manager under the Asset Management Agreement relating to the Camberley Unit Trust;

Property and Asset Management Agreement means an agreement dated 28 February 2002 (as

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

amended and restated from time to time), between the Borrower, the Property Manager, the Fund Manager and Capital & Regional Properties plc as guarantor of the obligations of the Property Manager as amended and restated pursuant to an agreement dated the First Closing Date between, *inter alios*, the Borrower, the Fund Manager, the Property Manager, the Nominees and NULAP, together with the property and asset management agreement in respect of the Mortgaged Property situated at Camberley between, *inter alios*, the Property Manager and the Camberley Trustees, as appropriate, as the same may have been or from time to time be, amended, varied, novated, supplemented or replaced;

Property Portfolio means the Securitised Portfolio and the Facility Portfolio,

Property Trust Deeds means those deeds so entitled, the property trust agreements and the amended and restated declarations of trust to be entered into on or about the First Closing Date (and to be entered into on or about the Second Closing Date where appropriate) between, variously, *inter alios*, the Legal Owners, the C&R Sellers, and the Borrower, pursuant to which in each case, *inter alia*, the beneficiary of the trust will provide certain directions to its trustee(s) and includes the First Supplemental Property Trust Deed;

Quarter Date means each of 25 December, 25 March, 24 June and 29 September respectively;

Rating Agencies means Fitch, Moody's and S&P or, where the context requires, any of them. If at any time Fitch, Moody's and S&P is replaced as a Rating Agency, then references to its rating categories shall be deemed instead to be references to the equivalent rating categories of the entity which replaces it as a Rating Agency;

Receiver means any person (being a licensed insolvency practitioner), who is appointed by the Obligor Security Trustee or the Issuer Security Trustee (as applicable) to be a receiver or an administrative receiver (as the case may be) of the Obligor Security Assets or Issuer Charged Property, respectively, to act jointly, or jointly and severally, as the Obligor Security Trustee or the Issuer Security Trustee (as applicable) shall determine,

Restriction Event means, at any time, either (i) the LTV is greater than 60 per cent, or (ii) the Debt Outstanding is greater than £600,000,000,

Restructuring Date means 20 July 2010;

RICS means the Royal Institution of Chartered Surveyors,

S&P means Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc or any successor to its rating business,

Same-Day Substitution Disposal means a disposal of a relevant Disposal Property in the Securitised Portfolio as substituted by another Mortgaged Property in accordance with the Substitution Criteria;

Scottish Assignations means any or all of

(a) an assignation in security by each of the relevant Nominees as Legal Owners of the Scottish Mortgaged Properties in respect of all its rights to and in all Net Rental Income (including all its rights under any guarantee of rental income contained in or relating to any Occupational Lease) in any such case relating to the Scottish Mortgaged Properties as supported by the Scottish Consent Deed,

(b) an assignation in security by the Borrower as beneficiary under the Scottish Trust

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Declarations in respect of all its rights, title and interest in and to the trusts constituted by the Scottish Trust Declarations and acknowledged by the relevant trustees under the Scottish Trust Declarations, and</p> <p>(c) an assignation in security by each of the owners of the Additional Mortgaged Properties located in Scotland in respect of all its rights to and in all its rights under any agreement relating to the purchase and/or development of any Additional Mortgaged Property located in Scotland,</p> <p>Scottish Consent Deed means the deed to be entered into between the Borrower and the relevant Nominees relating to the Scottish Trust Declarations, <i>inter alia</i>, authorising the entering into of the Obligor Transaction Documents,</p> <p>Scottish Mortgaged Properties means the Mortgaged Properties and any Additional Mortgaged Properties located in Scotland,</p> <p>Scottish Security Documents means each of the Standard Securities and the Scottish Assignations;</p> <p>Scottish Trust Declarations means the declarations of trust entered into by the Nominees as Legal Owners of interests in the Scottish Mortgaged Properties (and related redirections where applicable) under which the Scottish Mortgaged Properties are held in trust for the Borrower;</p> <p>Second Subscription Agreement means the subscription agreement dated 25 September 2006 entered into between the Issuer, the Borrower and the Managers pursuant to which the Managers have agreed to jointly and severally use best efforts to place the Second Issue Notes on the Second Closing Date,</p> <p>Second Closing Date means on or about 27 September 2006 or such later date as may be agreed between the Issuer, the Borrower and the Lead Manager,</p> <p>Second Issue Notes means £375,000,000 Secured Floating Rate Notes due 2017,</p> <p>Securitised Portfolio means the Mortgaged Properties within the Property Portfolio excluding any Mortgaged Properties within a Facility Portfolio;</p> <p>Security Interest includes any mortgage, standard security, charge (whether legal or equitable) assignation in security, pledge, lien, hypothecation or other encumbrance securing any obligation of any person (including, without limitation, title transfer and retention arrangements (other than those entered into in the ordinary course of business), sale and leaseback, sale and repurchase arrangements or any other agreement, trust or arrangement having the effect of providing security),</p> <p>Security Trust and Intercreditor Deed means a security trust and intercreditor deed dated the Closing Date between, <i>inter alios</i>, the Obligor Secured Creditors, the Obligors and the Obligor Security Trustee, as the same may have been or from time to time may be amended, varied, novated, supplemented or replaced;</p> <p>Standard Securities means each of the Standard Securities granted by the relevant Nominees as the legal owners of the Scottish Mortgaged Properties in favour of the Obligor Security Trustee over the Scottish Mortgaged Properties supported by the Scottish Consent Deed,</p> <p>Subscription Agreements means together the First Subscription Agreement and the Second</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Subscription Agreement,

Substitution Criteria means the criteria set out in Clause 13.2 (*Same-Day Substitution Criteria*) of the Common Terms Deed by which an Incoming Property may substitute an Outgoing Property,

Swap Agreement means:

- (a) the ISDA Master Agreement, the schedule thereto, the credit support document, each dated on the First Closing Date, between the Issuer and Credit Suisse International, and each confirmation and the transactions effected thereunder (as amended and restated from time to time) and/or;
- (b) the ISDA Master Agreement, the schedule thereto, the credit support document, each dated on the Restructuring Date, between the Issuer and Lloyds TSB Bank plc and each confirmation and the transactions effected thereunder (as amended and restated from time to time),

as the context requires, and any reference to **Swap Agreements** shall be construed accordingly;

Swap Credit Support Document means the 1995 ISDA Credit Support Annex (Bilateral Form—Transfer) entered into on or prior to the First Closing Date between the Issuer and Credit Suisse International, and entered into on or prior to the Restructuring Date between the Issuer and Lloyds TSB Bank plc, and any reference to **Swap Credit Support Documents** shall be construed accordingly;

Swap Providers means, as at the Restructuring Date, Credit Suisse International, acting through its office at One Cabot Square, London E14 4QJ, and Lloyds TSB Bank plc, acting through its office at 10 Gresham Street, London, EC2V 7AE, and any reference to **Swap Provider** shall be construed accordingly,

Talons means the bearer talons in, or substantially in, the form set out in the Note Trust Deed and exchangeable in accordance with the Conditions for further Coupons and/or talons or, where the context requires, a specific number of them,

Tax Deed of Covenant means the Original Tax Deed of Covenant and the First Supplemental Tax Deed of Covenant,

Temporary Global Note means, in respect of each Note, the bearer temporary global note for that Note in, or substantially in, the form set out in Schedule 1 (*Form of Temporary Global Note*) of the Note Trust Deed,

Transaction Documents means the Issuer Transaction Documents, the Obligor Transaction Documents, the Master Definitions Schedule and any other agreement, instrument, deed or other document entered into in respect of the issue by the Issuer of the Notes;

Trust Deed means the Original Trust Deed and the First Supplemental Trust Deed (as modified from time to time in accordance with the provisions therein contained and any deed or other document expressed to be supplemental thereto);

Valuation Report means any full RICS valuation report by Approved Valuers as prepared from time to time in respect of the Property Portfolio, and

Valuers means such of the Approved Valuers as may be appointed by the Property Manager for the

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>purpose of preparing the relevant Valuation Report</p> <p>Variation Notice means a notice of variation dated on or about the Second Closing Date and signed by the Issuer and the acknowledgement thereto signed by the Liquidity Facility Provider, each in respect of the Liquidity Facility Agreement,</p> <p>VAT or Value Added Tax means value added tax imposed by the United Kingdom as referred to in the Value Added Tax Act 1994 and legislation (whether delegated or otherwise) supplemental thereto or in any primary or subordinate legislation promulgated by the European Union or any</p>	

MG01**Particulars of a mortgage or charge****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 (for itself and as trustee for	
Address	the Issuer Secured Creditors)	
	1 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	<p>The Issuer, pursuant to the Swap Deed of Accession, as beneficial owner and by way of first fixed security for the payment or discharge of the Issuer Secured Obligations, subject to Clause 4 (<i>Release of Issuer Charged Property</i>) of the Original Issuer Deed of Charge (which clause is incorporated into the First Supplemental Issuer Deed of Charge pursuant to Clause 6 thereof), has assigned by way of security to and in favour of the Issuer Security Trustee on trust for itself and the other Issuer Secured Creditors all of its right, title, interest and benefit, present and future, (if any) in, to and under the New Swap Agreement including all rights to receive payment of any amounts which may become payable to the Issuer thereunder and all payments received by the Issuer thereunder including, without limitation, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof</p>	

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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

- 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

None

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

Signature

Signature

X Berwin Leighton Paesner LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01

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 Ellis Lawson

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode EC4R 9HA

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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. 5412608
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION RELEASE
AND DISCHARGE DATED 20 JULY 2010 AND CREATED BY THE
MALL FUNDING PLC FOR SECURING ALL SUMS DUE OR TO
BECOME DUE 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 29 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 AUGUST 2010

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES