

MR01

Particulars of a charge



Companies House

022170/39

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT**
You may not use this form to
register a charge where 1
instrument Use form MF

FRIDAY



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A12

10/10/2014

#77

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the c
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form This will be
scanned and placed on the public record **Do not send the original**

1 Company details

Company number 0 0 1 5 6 8 9 7

Company name in full Marshall Leasing Limited

99 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 7 7 0 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Santander Asset Finance PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

No specific land, ship, aircraft or intellectual property registered (or required to be registered) in the UK is subject to this fixed charge or fixed security. However, please refer to the instrument for full details of the security contained therein

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Sara Lomas / Aaron Fitzgerald

Company name Santander Asset Finance PLC

Address 298 Deansgate

Post town Manchester

County/Region Lancashire

Postcode M 3 4 H H

Country United Kingdom

DX

Telephone 0161 953 3169/3256

**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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 156897

Charge code. 0015 6897 0099

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th October 2014 and created by MARSHALL LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th October 2014.

DT

Given at Companies House, Cardiff on 16th October 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Agreement Number

8098914

Dated

7/10/14

Santander Asset Finance plc

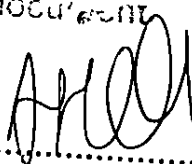
and

Marshall Leasing Limited

CHATELS MORTGAGE

I hereby certify that this is
a true redacted copy of the
original document.

Signed



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This Chattels Mortgage is made on

7/10/14

Between

- (1) **Marshall Leasing Limited** (No 00156897) whose registered office is at Airport House, The Airport, Cambridge, CB5 8RY (**Company**), and
- (2) **Santander Asset Finance plc** (No 1533123) of 298 Deansgate, Manchester M3 4HH (**Lender**)

Whereas:

- A The Company has granted a loan with respect to the financing or refinancing of the Assets pursuant to a loan agreement dated in or about the date of this Mortgage and made between the Company (as borrower) and the Lender (as lender) (**Loan Agreement**)
- B The Company is the owner of the Assets and has agreed to assign them with full title guarantee by way of legal mortgage to the Lender

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Mortgage

Assets means the vehicles (whether already acquired or to be acquired) specified in the appendix (including all engines, appliances, parts, spare parts, instruments, appurtenances, accessories and other equipment of any kind installed on, or in, such vehicles) and any and all substitutions, alterations, replacements, renewals and additions made for or in or to the same or any part of the same after the Execution Date and, where the context so permits, any part or parts of them

Default Interest means the interest payable at the rates and at the times specified in clause 2(d) (Covenant to pay)

Encumbrance means any mortgage, charge (fixed or floating), debenture, hypothecation, assignment by way of security, pledge, lien or any other arrangement or agreement which has the effect of creating security or payment priority

Execution Date means the date this Mortgage is executed by the Company

Finance Documents means the Loan Agreement, this Mortgage, the Deed of Assignment and any other document designated as such by the Lender and the Company

LPA 1925 means the Law of Property Act 1925

Receiver means any one or more receivers managers or administrative receivers appointed pursuant to this Mortgage in respect of the Company or over all or any of the Assets and an

administrative receiver shall have (in addition to the powers in clause 6 (Appointment of receiver)) all the powers conferred upon him by Schedule 1 of the Insolvency Act 1986

Security Period means the period beginning on the Execution Date and ending on the date when all sums due to the Lender have been irrevocably and unconditionally repaid in full and the Company has ceased to be under any further, actual or contingent, liability to the Lender under or in connection with this Mortgage

1 2 **Interpretation**

In this Mortgage

- (a) words denoting the plural number include the singular and vice versa,
- (b) references to clauses and the appendix are references to clauses of and the appendix to, this Mortgage,
- (c) references to this Mortgage include the recitals and the appendix,
- (d) the headings and contents pages are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Mortgage,
- (e) references to any document are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time,
- (f) references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted,
- (g) references to the Lender include its successors, transferees and assignees, and
- (h) references to a person shall include an individual, company, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality)

2 **Covenant to pay**

The Company covenants with the Lender on demand

- (a) to pay to the Lender the balance from time to time unpaid of all monies now due or after the Execution Date to become due to the Lender by the Company,
- (b) to discharge all liabilities now owing or after the Execution Date to become owing to the Lender by the Company, either actual and/or contingent,
- (c) to pay all commissions, costs, expenses and charges incurred by the Lender in connection with this Mortgage and in claiming or seeking to enforce payment under this Mortgage, and
- (d) to pay interest on such monies both before and after such demand is made or judgment obtained Interest shall be computed and compounded according to the

Lender's usual practice from time to time and at rates in force for the time being for monies owing to the Lender by the Company, from when due to payment

In each case whether the same monies or liabilities shall be due or owing alone or jointly with any other person, or by any firm in which the Company may be a partner, on overdraft or otherwise and whether as principal or surety

3 Charging clause

3 1 The Company charges and assigns absolutely and unconditionally to the Lender with full title guarantee, by way of a specific first charge, all of its right, title and interest in and to the Assets, together with the benefit of

- (a) any and all obligations, guarantees and warranties given by any manufacturer or supplier of the Assets,
- (b) any and all obligations, guarantees and warranties given by any other party in respect of the Assets to or in favour of the Company, and
- (c) the benefit of all maintenance agreements and all copyrights, patents, trade marks and other intellectual property rights relating to the Assets entered into between the Company and any such third party

4 Representations

The Company represents and warrants to the Lender

- (a) that it is the absolute legal and beneficial owner of the Assets free from any Encumbrance, (except for any liens arising by operation of law, in the ordinary course of the Company's business), and
- (b) that this Mortgage does not contravene any of the provisions of the Memorandum and Articles of Association of the Company and has been duly authorised and executed

5 Covenants

The Company covenants with the Lender that, throughout the Security Period, it will

5 1 Further assurance

Promptly upon demand by the Lender execute such legal or other mortgages, charges, assignments or securities as the Lender shall require (upon terms and conditions acceptable to the Lender, at the expense of the Company) of and on all the Company's estate and interest in the Assets (including any vendor's lien) to secure all monies and liabilities agreed to be paid or intended to be secured under this Mortgage

5 2 Documents of title

Subject to the rights of any prior mortgagee, deposit with the Lender all invoices, documents of title, guarantees, insurance policies, maintenance agreements and ancillary documents relating to the Assets

5 3 Payment

Punctually pay

- (a) the rent, rates, assessments, charges, impositions, outgoings and taxes in respect of all premises of the Company, and
- (b) all licence fees, duties, registration charges and all outgoings in respect of the Assets and keep or cause the Assets to be kept from being distrained for recovery or from being taken under any execution and shall at all times on demand produce or cause to be produced to the Lender or its authorised agents the receipt for such payments and in default it shall be lawful (but not obligatory) for the Lender to pay and discharge such sums which at any time may be or become due, assessed or payable in respect of the premises or the Assets and the Company shall repay the same to the Lender on demand, together with Default Interest

5 4 Possession and Leasing

Keep the Assets permanently in its sole and exclusive possession at its premises in the UK provided that the Company may lease or hire the Assets to its customers from time to time in the ordinary course of its business, and provided that it ensures that its customers do not use the Asset outside the UK for an aggregate of greater than 14 days in any calendar year

5 5 Order and permissions

Produce promptly to the Lender the original of any order, direction, requisition, permission, notice, proceedings, or matter whatsoever affecting or likely to affect the Assets and/or any premises of the Company, served upon the Company by any third party, together with full particulars of such notice. The Company shall promptly, at its own cost, comply with the same and shall, if so required by the Lender, at the Company's own cost, make or join in making such objections or representations against or in respect of the contents of any such notice as the Lender may deem expedient or desirable

5 6 Power of entry

Permit the Lender or any person nominated by it to enter on any premises of the Company (a) to inspect the Assets (whenever the Assets are located on such premises), including any Markings (b) to effect such repairs as the Lender shall consider necessary or desirable and (c) generally to do all such acts as the Lender considers necessary or desirable, in connection with this Mortgage. Where the Assets are not located on any premises of the Company, the Company shall procure that the Company's customers shall give such access to their premises as the Lender shall require

5 7 Repair

Keep the Assets in good and substantial repair and condition and in working order and will replace any parts of the Assets as may be destroyed, damaged or worn out with new parts of at least similar quality and of similar value. The Company shall carry out such repairs to or replacement of the Assets as the Lender shall consider necessary or desirable.

5 8 Value Added Tax

The Company covenants to pay to the Lender on demand the amount of any Value Added Tax which may be payable in respect of any sums payable by the Company to the Lender under or secured by this Mortgage or pursuant to the exercise by the Lender of any of its rights under this Mortgage and the Company shall pay to the Lender on demand an amount equal to any Value Added Tax or other sums payable or incurred by the Lender under or pursuant to the Value Added Tax Act 1994 or any regulations made thereunder or otherwise in consequence of its having entered into this Mortgage or any transaction secured by this Mortgage or exercising any of its rights under this Mortgage. The Company shall indemnify the Lender against any liability in respect of Value Added Tax.

5 9 Indemnity

Indemnify and hold each of the Lender and any receiver harmless against any and all claims, demands and liabilities howsoever caused relating to or arising out of the design, manufacture, possession, use, operation, redelivery or removal of the Assets including those based upon infringement of any patent or other intellectual property rights.

5 10 Yield up

At any time after the Lender shall have demanded payment of any monies secured by this Mortgage or if the Company defaults in the performance of any of its obligations under this Mortgage allow the Lender, without further notice or further demand, immediately to put into force and exercise all rights, powers and remedies possessed by it and in particular (but without limitation) to take possession of the Assets and for that purpose to enter upon any land or buildings in the ownership or control of the Company where the Assets are or are reasonably thought to be situated without being liable to the Company for or by reason of such entry.

5 11 Insurance

To ensure that the Assets are at all times kept insured with such insurer and against such risks (including, without limitation, liability to third parties, loss or damage to property and statutory liability), in such amounts and otherwise upon such terms as the Lender may require. The Company will ensure that all premiums and other monies necessary for the purpose of such insurance are paid immediately on the same becoming due and (if required by the Lender) will arrange for the delivery of any insurance premium receipt to the Lender. The Company will ensure that all monies which are received by virtue of any such policy in respect of the Assets are applied either in making good the loss or damage in respect of which the monies may have been received or (if so required by notice given by the Lender) not later than 7 days after notice to the Lender of the receipt of such monies and without

prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligation imposed by this Mortgage) in discharge or reduction of the monies secured by this Mortgage in accordance with the terms of the Loan Agreement. If the Company shall at any time make default in failing to ensure that the insurance payments are kept up to date or delivering any policy or receipt to the Lender in accordance with clause 5.2 the Lender shall be entitled to exercise the powers of insurance against fire conferred by statute on mortgagees and to effect such insurance as the Lender shall consider necessary or desirable and every sum expended by the Lender in so doing shall be deemed to be properly paid by the Lender and, together with Default Interest thereon, shall be repaid by the Company to the Lender on demand.

5.12 Use

Not use or permit the Assets to be used for any purpose for which they are not designed or reasonably suited.

5.13 Alterations

Not, without the Lender's prior written consent, make or suffer to be made any alteration or addition of a substantial nature in or to the Assets other than for the purpose of effecting repairs in accordance with clause 5.7.

5.14 Disposal

- (a) Provided that no breach or default by the Company has occurred under any Finance Document, the Lender shall consent to any proposed sale of any Asset by the Company within three Business Days of the Lender's receipt of any proposal by the Company for the sale of the Assets provided that, following the sale of such Asset by the Company, no more than 10% (in aggregate) of the Assets (by number) would then have been sold, lost, destroyed or stolen.
- (b) The Company shall promptly inform the Lender of any Asset which is lost, destroyed or stolen.

5.15 Statutory requirements

Not, without the Lender's prior written consent, use nor permit the Assets to be used in any way contrary to law and shall comply with the requirements of any law so far as the same relates to or affects the Assets or their user and shall promptly execute or cause to be executed all works that are required by law to be executed upon or in connection with the Assets.

5.16 Value

Not, without the Lender's prior written consent, in any manner or by any means cause the value of the Assets to lessen or suffer them to be lessened, fair wear and tear excepted.

5 17 **Further encumbrance**

Not, without the Lender's prior written consent, create or permit to subsist or arise any further Encumbrance (other than a lien arising by operation of law in the ordinary course of the Company's business) ranking in priority to or pari passu with this Mortgage upon the Assets or on the interest of the Company in the Assets

6 Appointment of receiver

6 1 At any time after the Lender shall have demanded payment or discharge of any monies or liabilities or other sums secured by this Mortgage the Lender may appoint any person to be a receiver of the Assets and remove (subject, in the case of an administrative receiver, to the sanction of the Court) any receiver so appointed and appoint another in his place and a receiver so appointed shall have power in the name of or on behalf and at the cost of the Company or at his option (but only with the prior written consent of the Lender) in the name of the Lender or at his option in his own name (and in any case notwithstanding the liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Assets and in particular, but without prejudice to the generality of the foregoing, any such receiver shall have power

- (a) to take possession of or collect and get in the Assets and for that purpose to take any proceedings in the name of the Company or otherwise as may seem expedient and for that purpose to enter upon any premises of the Company and sever, dismantle and remove the Assets, without being liable for any loss or damage thereby occasioned (other than through negligence),
- (b) to raise or borrow any monies that may be required upon the security of the Assets,
- (c) forthwith and without the restriction imposed by either section 103 or section 93 LPA 1925 to sell, convert into money and realise all or any part of Assets by public auction or private contract and generally in such manner and on such terms and conditions as he shall think proper,
- (d) to make any arrangements or compromise which he shall think expedient,
- (e) to make and effect all repairs, renewals and any improvements of the Assets as he may determine,
- (f) and to maintain or renew all insurances,
- (g) to appoint managers, agents, officers, and workpeople for any of these purposes at such salaries and for such periods as he may determine,
- (h) to lease, let on hire purchase, store, alter or improve all or any part of the Assets for such term and at such rent and on such other terms as he may think proper and accept a surrender of any lease or tenancy thereof,
- (i) to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Assets,

- (j) to use the name of the Company for all or any of the purposes and in any legal proceedings with full power to convey any property sold in the name of the Company, and
- (k) to do all such other acts and things as may be considered to be incidental or conducive to any of these matters or powers and which he lawfully may or can do as agent for the Company

6 2 A receiver or receivers so appointed shall be entitled to charge such amount for his remuneration as shall be agreed between such receiver and the Lender

6 3 All monies received by such receiver shall be applied

- (a) first in payment of his remuneration and the costs of realisation,
- (b) secondly in providing for the matters specified in the first three paragraphs of section 8 or section 109 LPA 1925 and for the purposes aforesaid, and
- (c) thirdly in or towards satisfaction of the monies secured by this Mortgage and all the foregoing provisions shall take effect as and by way of variation and extensions of the provisions of sections 99 to 109 inclusive LPA 1925 which provisions so varied and extended shall be regarded as incorporated in this Mortgage

Any receiver so appointed shall be deemed to be the agent of the Company and the Company shall be solely responsible for his acts or defaults and remuneration

7 Lender authorised to execute documents

The Company hereby irrevocably appoints the Lender and any receiver appointed by the Lender under the Mortgage to be its attorney for it and in its name and on its behalf and as its act, deed or otherwise to sign, seal and deliver and otherwise perfect any such legal or formal mortgage as aforesaid or any deed, assurance or act which may be required or may be deemed proper on any sale, lease or disposition by the Lender or by such receiver of the Assets under any power of sale, leasing or other applicable disposition thereto

8 Other charges

Subject to clause 5 17 (Further encumbrance), if the Company creates a mortgage or charge (whether specific or floating) in relation to the Assets or any mortgage or charge (whether legal or equitable) on any premises of the Company, the Company shall promptly notify the Lender of the same and if requested so by the Lender shall procure from any mortgagee, chargee or debenture holder or other person having an interest (whether legal or equitable) in the Assets or any premises of the Company a waiver in such form as the Lender may require of all rights which the holder of such interest might otherwise be entitled to claim in the Assets Notices

8 1 Any notice or demand by the Lender shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter post to the registered office of the Company or the address of the Company last known to the Lender

8 2 Any notice by the Company shall be deemed to have been sufficiently given or made if sent by hand or prepaid letter to the registered office of the Lender

8 3 Any such notice or demand shall be deemed to have been served on the

(a) at the time of delivery if sent by hand,

(b) at the earlier of the time of delivery or 10 00 am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made, at 10 00 am on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post

8 4 Each communication to be made under this Mortgage shall be made in writing

9 Notice by Company to discharge the security

The Company may at any time give to the Lender 7 days' notice in writing of its intention to discharge this Mortgage and immediately upon expiration of such notice all monies secured by this Mortgage shall become payable

10 Continuing security

This Mortgage shall be a continuing security and shall extend to cover the ultimate balance due from the Company to the Lender on any account whatsoever (including, without limitation, under the Loan Agreement) notwithstanding there may have been from time to time or at any time a balance to the credit of the Company on any account between the Company and the Lender or any other matter or thing whatsoever and shall be in addition to and without prejudice to any other securities or remedies now or at any time held by the Lender including (without prejudice to the generality of the foregoing) any charge, deposit, guarantee, indemnity, lien, set off or any other form of security whatsoever and no assurance, security or payment which may be avoided under any enactments relating to liquidation and no release settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect the rights of the Lender against the Company under this Mortgage

11 Company's account may be closed on notice of second charge

11 1 If the Lender shall receive notice actual or constructive

(a) that the Company has, whether with or without the consent of the Lender, encumbered or (in breach of clause 5 14) disposed of any interest in the Assets, or

(b) of any other matter being inconsistent with the provisions of this Mortgage and affecting the property and Assets,

the Lender shall be entitled to close any account of the Company and to open a new account in its name and if the Lender does not in fact close such account and open such new account it shall nevertheless be deemed to have done so and all monies paid to the credit of such closed account shall be placed or deemed to have been placed to the credit of such new account so opened or deemed to have been opened and no such monies shall be

appropriated towards or have the effect of discharging any part of the amount due to the Lender on such account so closed but this provision shall not prejudice any security which apart from this provision the Lender would have had for the discharge by the Company of monies borrowed and liabilities incurred after that time

- 11 2 The Lender shall have in addition to any general lien or similar right to which it may be entitled by law the right at any time and from time to time, either with or without notice to the Company, (as well before as after any demand under this Mortgage or otherwise) to combine or consolidate all or any of the then existing accounts with and liabilities to the Lender of the Company and/or to set off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Company to the Lender on any other account or in any other respect, whether such liabilities be actual, contingent, primary, collateral, several or joint

12 Transfer and Release

- (a) At the expiry of the Security Period, the Lender shall, at the cost of the Company, release and transfer to the Company, the Assets
- (b) Notwithstanding any discharge, release or settlement from time to time between the Lender and the Company, if any security, disposition or payment granted or made to the Company in respect of the Assets by the Company or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law or regulation relating to administration, bankruptcy, insolvency, liquidation, winding-up, composition or arrangement or for any other reason, the Lender shall be entitled thereafter to enforce this Deed as if no such discharge, release or settlement had occurred

13 Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) 1999 by any persons not a party to it This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

14 Performance

The Company shall remain liable to perform all the obligations assumed by it in relation to the Assets The Lender shall be under no obligation of any kind in respect thereof nor under any liability in the event of any failure by the Company to perform, or breach by the Company of, any of those obligations

15 English law

This Mortgage shall be governed by and construed in accordance with English law

Executed as a deed by the parties or their duly authorised representatives on the date of this Mortgage

Executed as a deed by
Marshall Leasing Limited
acting by a director in the presence of

)
)
)

[Redacted Signature]

Director

Name Peter Crossland

Signature of witness

Name Francis Law

Address Airport House

Newmarket Road, Cambridge CB5 3LJ

Signed by
duly authorised for and on behalf of
Santander Asset Finance plc

)
)
)

[Redacted Signature]
L. O'Grady

The Appendix

The Assets

Contract Number	Reg	Chassis	Vehicle
86238	BF64LWZ	WF0DXXGAKDEP47889	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86181	BF64LZE	WF0DXXGAKDEP42086	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86236	BF64MJE	WF0DXXGAKDEP47905	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86179	BF64YCL	WF0DXXGAKDEU85037	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86209	BN64EPK	WF0DXXGAKDEP42030	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86203	BN64EPX	WF0DXXGAKDEP42077	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86213	BN64ETK	WF0DXXGAKDEP42010	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86206	BN64ETU	WF0DXXGAKDEP42048	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86204	BN64ETX	WF0DXXGAKDEP42068	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86225	BN64ETY	WF0DXXGAKDEP46491	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86208	BN64ETZ	WF0DXXGAKDEP42041	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86216	BN64EUC	WF0DXXGAKDEP41994	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86180	BN64EUE	WF0DXXGAKDEP41719	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86222	BN64EUT	WF0DXXGAKDEP42660	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86218	BN64EVC	WF0DXXGAKDEP41976	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86212	BN64EVP	WF0DXXGAKDEP42014	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86214	BN64EVT	WF0DXXGAKDEP42006	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86211	BN64EVU	WF0DXXGAKDEP42020	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86207	BN64EWD	WF0DXXGAKDEP42042	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86210	BN64EWW	WF0DXXGAKDEP42026	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86232	BN64EYF	WF0DXXGAKDEP42790	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86202	BN64EYV	WF0DXXGAKDEP42080	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86224	BN64EZV	WF0DXXGAKDEP42792	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr

86219	BN64FBA	WF0DXXGAKDEP41601	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86205	BN64FBF	WF0DXXGAKDEP42060	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86220	BN64FCJ	WF0DXXGAKDEP41598	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86227	BN64HHZ	WF0DXXGAKDEP46487	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86240	BN64HJD	WF0DXXGAKDEP47884	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86215	BN64HJJ	WF0DXXGAKDEP42002	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86239	BN64HJK	WF0DXXGAKDEP47887	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86233	BN64HLA	WF0DXXGAKDEP42786	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86231	BN64HMC	WF0DXXGAKDEP46940	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86241	BN64HND	WF0DXXGAKDEP47879	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
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86229	BN64HOJ	WF0DXXGAKDEP46925	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86226	BN64HPA	WF0DXXGAKDEP46489	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
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86237	BN64HTE	WF0DXXGAKDEP47899	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
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86228	BN64HVB	WF0DXXGAKDEP46485	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86192	BN64NRK	WF0DXXGAKDEP57580	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86198	BN64NVK	WF0DXXGAKDEP57545	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86195	BN64NXL	WF0DXXGAKDEP57556	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86193	BN64NYG	WF0DXXGAKDEP57573	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86194	BN64SWZ	WF0DXXGAKDEP57567	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86184	BN64SXW	WF0DXXGAKDEP57731	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr

86190	BN64SYG	WF0DXXGAKDEP57643	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86188	BN64TCU	WF0DXXGAKDEP57683	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86187	BN64TGF	WF0DXXGAKDEP57694	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86186	BN64TGZ	WF0DXXGAKDEP57707	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86182	BN64TJV	WF0DXXGAKDEP57751	Ford Fiesta Hatchback 1.25 82 Zetec 5Dr
86185	BN64TKU	WF0DXXGAKDEP57719	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86183	BN64TLF	WF0DXXGAKDEP57738	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86189	BN64TSZ	WF0DXXGAKDEP57672	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86191	BN64TTK	WF0DXXGAKDEP57584	Ford Fiesta Hatchback 1 25 82 Zetec 5Dr
86164	DX64RWF	W0L0SDL68E4265844	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86142	DX64RWK	W0L0SDL68E4269392	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86167	DX64RWL	W0L0SDL68E4262161	Vauxhall Corsa Hatchback 1 4 SXi 5Dr [ac]
86132	DX64RWU	W0L0SDL68E4265170	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86123	DX64RXA	W0L0SDL68E4267949	Vauxhall Corsa Hatchback 1 4 SE 5Dr
86131	DX64RXT	W0L0SDL68E4266996	Vauxhall Corsa Hatchback 1 4 SE 5Dr
86130	DX64RYA	W0L0SDL68E4266853	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86168	DX64RYF	W0L0SDL68E4263169	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86149	DX64RYG	W0L0SDL68E4262978	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86147	DX64RYJ	W0L0SDL68E4264189	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86153	DX64RZB	W0L0SDL68E4263369	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86126	DX64RZG	W0L0SDL68E4263556	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86150	DX64RZP	W0L0SDL68E4264896	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86151	DX64SBZ	W0L0SDL68E4264445	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86121	DX64SDY	W0L0SDL68E4267098	Vauxhall Corsa Hatchback 1 4 SE 5Dr
86154	DX64SEY	W0L0SDL68E4263976	Vauxhall Corsa

			Hatchback 1.4 SXi 5Dr [ac]
86165	DX64SFK	W0L0SDL68E4262476	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86163	DX64SKK	W0L0SDL68E4266012	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86148	DX64SMO	W0L0SDL68E4263410	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86125	DX64SRZ	W0L0SDL68E4265743	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86143	DX64SUA	W0L0SDL68E4268696	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86122	DX64SVD	W0L0SDL68E4262318	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86166	DX64SVG	W0L0SDL68E4265363	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86129	DX64SVO	W0L0SDL68E4268081	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86127	DX64SVV	W0L0SDL68E4268363	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86128	DX64SVW	W0L0SDL68E4263011	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86136	DX64SXP	W0L0SDL68E4268408	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86133	DX64SYE	W0L0SDL68E4263928	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86162	DX64SYO	W0L0SDL68E4265842	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86138	DX64SYR	W0L0SDL68E4269295	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86135	DX64SZO	W0L0SDL68E4267995	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86134	DX64TDZ	W0L0SDL68E4268660	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86140	DX64TEV	W0L0SDL68E4268407	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86141	DX64TEY	W0L0SDL68E4268407	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86146	DX64TFF	W0L0SDL68E4271292	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86145	DX64THN	W0L0SDL68E4270725	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86144	DX64TJO	W0L0SDL68E4269864	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86173	DX64TKZ	W0L0SDL68E4263536	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86157	DX64TMZ	W0L0SDL68E4264199	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86172	DX64TNO	W0L0SDL68E4263586	Vauxhall Corsa Hatchback 1.4 SXi 5Dr

			[ac]
86170	DX64TNV	W0L0SDL68E4264227	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86156	DX64TNZ	W0L0SDL68E4263979	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86169	DX64TPU	W0L0SDL68E4266164	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86155	DX64TPV	W0L0SDL68E4265391	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86139	DX64TSV	W0L0SDL68E4265649	Vauxhall Corsa Hatchback 1.4 SE 5Dr
86159	DX64TUP	W0L0SDL68E4264391	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86158	DX64TUU	W0L0SDL68E4263465	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86171	DX64TVF	W0L0SDL68E4264436	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86160	DX64TVT	W0L0SDL68E4265633	Vauxhall Corsa Hatchback 1.4 SXi 5Dr [ac]
86137	DX64TWD	W0L0SDL68E4267325	Vauxhall Corsa Hatchback 1.4 SE 5Dr