

MG01

Particulars of a mortgage or charge

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A fee is payable with this form

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

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

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

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10/06/2011

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COMPANIES HOUSE

1 **Company details**

Company number 0 2 2 9 4 7 4 7

Company name in full SANTANDER UK PLC (the "Borrower")

8 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 **Date of creation of charge**

Date of creation 2 7 0 5 2 0 1 1

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

A deed of charge between the Borrower and Charta, LLC, CAFCO, LLC, CIESCO, LLC and CRC Funding, LLC (each a "Lender" and together the "Lenders") and Citibank N A (as "Collateral Custodian" and as "Security Trustee") dated 27 May 2011 (the "Deed of Charge")

4 **Amount secured**

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

Amount secured

All obligations and liabilities of every nature of
each borrower due, owing or incurred in whatsoever
manner under or in connection with the Security
Finance Documents (including, without limitation,
all costs and expenses and other liabilities at any
time incurred in enforcing or attempting to enforce
the payment and performance of such obligations and
liabilities) (the "Secured Liabilities")

Capitalised terms used in this Form MG01 and not
otherwise defined shall have the meaning given to
them in Continuation Page No 1 to Section 6 (Short
particulars of all property mortgaged or charged)
of this Form MG01

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

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

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

Name

Citibank N A

Address

Citigroup Centre, 14th Floor, Canada Square,
Canary Wharf, London

Postcode

E 1 4 5 L B

Name

Address

Postcode

Continuation page

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

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

Security Interests

Security

Pursuant to Clause 3 1 of the Deed of Charge, as continuing security for the payment of all Secured Liabilities the Borrower has assigned (subject to the obligation of the Security Trustee to reassign the same on the occurrence of the Release Date pursuant to Clause 17 of the Deed of Charge), with full title guarantee, in favour of the Security Trustee for itself and as trustee on behalf of the Secured Creditors

(a) all of the Borrower's rights, title, interest and benefit from time to time (present and future) in, under or in respect of

(i) the Custody Account forming part of the Collateral Custody Account,

(ii) all Collateral from time to time standing to the credit of such Custody Account,

(iii) the debts represented by the Collateral standing to the credit of such Custody Account including, without limitation, all interest accrued, Derivative Assets and other monies and assets received in respect thereof,

(iv) the Cash Account forming part of the Collateral Custody Account, and

(v) all monies from time to time standing to the credit of such Cash Account,

(b) all of Borrower's rights, title, interest and benefit from time to time (present and future) in, under or in respect of, the Collateral Custody Agreement together with the benefit of all rights and claims, representations, warranties and remedies which the Borrower may have against the Collateral Custodian

Continued on Continuation Page No 1 to Section 6 (Short particulars of all of the property mortgaged or charged) of this Form MG01

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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

N11

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X

Sidley Aute LLP

X

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

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Santander UK Plc, Company Number: 02294747 <u>Continuation Page 1</u></p> <p>If, for any reason, any of the Security Interests created by Clause 3 1 of the Deed of Charge do not take effect as a fixed security it shall, nevertheless, take effect as a floating charge</p> <p>Continuing security</p> <p>Pursuant to Clause 3 2 of the Deed of Charge, the Security shall remain in full force and effect by way of continuing Security Interests and shall not be affected in any way by any settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or other matter or thing whatsoever and except as otherwise provided in the Deed of Charge, neither the Security nor the amounts thereby secured shall be affected in any way by any other Security Interests or guarantees now or hereafter held by the Security Trustee or any other person in respect of the Secured Liabilities or any part thereof and the Security may be enforced against the Borrower without first having recourse to any other rights of the Security Trustee</p> <p><u>Restrictions on Dealings</u></p> <p>Security</p> <p>Pursuant to Clause 5 1 of the Deed of Charge, the Borrower is not permitted, without the prior written consent of the Security Trustee, to create, agree to create or permit to subsist any Security Interest on, over or with respect to the Security Assets or any part thereof, except for the Security and the Security Interests (if any) created under the Collateral Custody Agreement</p> <p>Disposal</p> <p>Pursuant to Clause 5 2 of the Deed of Charge, the Borrower is not permitted, without the prior written consent of the Security Trustee to sell, transfer, assign, part with its interest in or otherwise dispose of, or agree to dispose of, all or any part of its right, title or interest in or to the Security Assets, or permit the same to occur, or agree to do any of the foregoing</p> <p><u>Definitions used in Form MG01</u></p> <p>"Cash Account" shall mean the current account established by the Collateral Custodian on its books, pursuant to the terms of the Collateral Custody Agreement for cash and cash equivalents (in any currency) received and held on the terms of the Collateral Custody Agreement</p> <p>"Class A1 Notes" means the £499,846,000 Class A1 Notes due March 2019 issued by the Issuer on 21 April 2011</p>

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Santander UK Plc, Company Number. 02294747 <u>Continuation Page 2</u></p> <p>"Collateral" means all of the Class A1 Notes transferred by the Borrower into the Collateral Custody Account from time to time</p> <p>"Collateral Custody Account" means the Custody Account and the Cash Account and that includes the designation "Citibank Secured Account" in the account name, opened and maintained in the name of the Borrower and the Security Trustee with the Collateral Custodian pursuant to the Collateral Custody Agreement</p> <p>"Collateral Custody Agreement" means the custody agreement dated 27 May 2011 between the Collateral Custodian, the Borrower, the Lenders and the Security Trustee</p> <p>"Custody Account" shall mean the custody account established by the Collateral Custodian on its books, pursuant to the terms of the Collateral Custody Agreement, for the receipt, safekeeping and maintenance of any financial asset (other than cash) from time to time held for the Borrower on the terms of the Collateral Custody Agreement</p> <p>"Derivative Assets" means, in relation to Collateral-</p> <ul style="list-style-type: none"> (a) allotments, money, property or other rights arising from the Collateral by way of conversion, exchange, redemption, bonus, preference, option or otherwise, (b) dividends, distributions, interest and other income paid, payable, accruing or offered at any time on, derived from or in relation to the Collateral, (c) stock, shares and securities offered in addition to, or in substitution for, the Collateral, (d) all indemnities, guarantees, warranties or covenants for title in relation to the Collateral, and (e) all other accretions, benefits, advantages and other rights of any kind accruing, offered or otherwise derived from the Collateral or any of the items referred to in paragraphs (a) to (d) of this definition, whether by way of conversion, redemption, substitution, exchange, bonus, preference, option, payment, accrual, offer or otherwise <p>"Facility Arranger" means Citigroup Global Markets Limited, a company incorporated under the laws of England and Wales, having its registered office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB</p> <p>"Finance Documents" means each of</p> <ul style="list-style-type: none"> (a) the United Kingdom Facility Agreement, (b) the Security Documents, (c) the Collateral Custody Agreement, (d) each other document to be delivered by or on behalf of the Borrower to a Finance Party under any other Finance Document, (e) each other document to be delivered by or on behalf of a Finance Party to the Borrower under the United Kingdom Facility Agreement, and (f) any other document designated as such by the Borrower and the Lenders

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Santander UK Plc, Company Number 02294747 Continuation Page 3</p> <p>"Finance Party" means the Lenders or the Facility Arranger</p> <p>"Issuer" means Motor 2011 PLC, a company incorporated under the laws of England and Wales having its registered office at Winchester House, Mailstop 428, 1 Great Winchester Street, London, EC2N 2DB</p> <p>"Release Date" means (a) the date on which all the Secured Liabilities have been paid and discharged in full and the Security Trustee is satisfied such payment and discharge is irrevocable and unconditional and, in particular, that (1) no Secured Liabilities are, and no further Secured Liabilities are capable of becoming, outstanding, and (11) there is no reasonable ground to believe that any agreement, Security Interest, guarantee, payment or other transaction connected with or made pursuant to or under any Security Finance Document remains capable of being avoided or affected under any enactment relating to bankruptcy</p> <p>"Secured Creditors" means the Lenders, the Collateral Custodian and the Security Trustee</p> <p>"Security" means Security Interests created or expressed to be created, or which may on the date of the Deed of Charge or thereafter be created or expressed to be created, by or pursuant to the Deed of Charge.</p> <p>"Security Assets" means the property, assets and undertakings of the Borrower which, from time to time are or are expressed to be subject to the Security and as to which the Security has not been released and discharged in accordance with the terms of the Deed of Charge</p> <p>"Security Documents" means (a) the Deed of Charge, (b) the Collateral Custody Agreement, (c) each other document entered into under or in connection with the Deed of Charge, (d) any other document designated as such by the Borrower and the Lender</p> <p>"Security Finance Documents" means the documents identified as the "Finance Documents"</p> <p>"Security Interest" means any mortgage or sub-mortgage, standard security, fixed or floating charge or sub-charge, pledge, lien, assignment or assignation by way of security or subject to a proviso for redemption, encumbrance, hypothecation, retention of title, or other security interest whatsoever howsoever created or arising and its equivalent or analogue whatever called in any other jurisdiction, and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement) and any agreement, whether conditional or otherwise to create or grant any of the same</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged




Short particulars




Santander UK Plc, Company Number 02294747
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"United Kingdom Facility Agreement" means the Term Loan Facility Agreement (United Kingdom) dated 27 May 2011 between the Borrower, Citigroup Global Markets Limited and the Lenders

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Particulars of a mortgage or charge

	Presenter information
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.	
Contact name	Danielle Carragher
Company name	Sidley Austin LLP
Address	
25 Basinghall Street	
Post town	
London	
County/Region	
Postcode	EC2V 5HA
Country	
DX	
Telephone	0207 360 3600
	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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2294747
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 27 MAY
2011 AND CREATED BY SANTANDER UK PLC FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH
BORROWER 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 10 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JUNE 2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES