

MG01

Particulars of a mortgage or charge



049 800 / 13

A fee is payable with this form

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



What this form is for

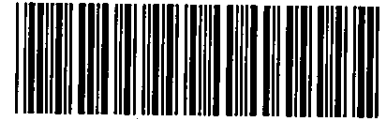
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

TUESDAY



LD7

LE1BQQ4V

21/12/2010

188

COMPANIES HOUSE

1

Company details

Company number 0 5 7 1 8 4 8 1
Company name in full GRESHAM RECEIVABLES (NO 11) UK LIMITED
(the "Company")

For official use

4

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 0 9 1 2 2 0 1 0

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 purchaser security agreement (the "**Agreement**") dated as of 9 December, 2010, between the Company and The Bank of New York Mellon, as purchaser collateral agent (the "**Purchaser Collateral Agent**") for the benefit of the Purchaser Secured Parties (as defined herein), as acknowledged by Lloyds TSB Bank Plc as purchaser liquidity agent (the "**Purchaser Liquidity Agent**") and purchaser liquidity bank

4

Amount secured

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

Amount secured

All obligations and liabilities of the Company existing on or after the Effective Date to (i) the Issuer under or in connection with the Purchaser Demand Notes (the "**Issuer Obligations**"), (ii) the Purchaser Liquidity Banks and the Purchaser Liquidity Agent under or in connection with the Relevant Transaction Purchaser Liquidity Agreement and each Revolving Credit Note thereunder, whether in respect of principal, interest, fees, expenses or otherwise (all such obligations and liabilities being hereinafter collectively referred to as the "**Bank Obligations**"),

Continued on Continuation Page No 1 to Section 5
of this Form MG01 (Amount Secured)

Continuation page

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

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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
Name	The Bank of New York Mellon
Address	One Canada Square London
Postcode	E 1 4 5 A L
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
Short particulars	<p>Pursuant to Section 3 of the Agreement, in order to secure and to provide for the repayment of the Obligations, the Company assigned, pledged, transferred and granted to the Purchaser Collateral Agent, for the benefit of the Purchaser Secured Parties, a continuing first priority perfected security interest in, and a lien upon, all of the Company's right, title and interest in, to and under</p> <p>(a) all accounts, contract rights, general intangibles, payment intangibles, software, chattel paper, instruments, documents, money, cash, deposit accounts, certificates of deposit, goods, letter of credit rights, letters of credit, advances of credit and investment property (including certificated securities, uncertificated securities, security entitlements, securities accounts, commodity contracts or commodity accounts), wherever located, whether owned at the date of the Agreement or thereafter acquired or arising, that consist of, arise from or relate to the following,</p> <p>(b) the Assets held by the Company and guarantees and insurance thereof or relating thereto and collateral security therefor or relating thereto, including, without limitation, (i) the full amount of principal, interest and all other amounts payable to the Company thereunder, and (ii) all rights, claims, powers, privileges and remedies of the Company, whether arising by contract or at law or in equity or otherwise, related to the foregoing,</p> <p>Continued on Continuation Page No 1 to Section 6 of this Form MG01 (Short Particulars of all the property mortgaged or charged)</p>
Continuation page Please use a continuation page if you need to enter more details	

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Particulars of a mortgage or charge

77	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>×</p> <p><i>Sidley Austin LLP</i></p> <p>×</p>	
	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

Larkin Postles / Beibei Ding

Company name

Sidley Austin LLP

Address

25 Basinghall Street

Post town

London

County/Region

Postcode

E C 2 V 5 H A

Country

DX

Telephone

0207 360 3712 / 3731



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

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



Where to send

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

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

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

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



Further information

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

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

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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>GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481</p> <p><u>Continuation Page No 1 (Section 4 - Amount Secured)</u></p> <p>(iii) the Purchaser Collateral Agent under or in connection with the Agreement (including Section 5 3(c)(iii)) and the Bank Account Charge, whether in respect of fees, expenses or otherwise (the "Purchaser Collateral Agent Obligations"), (iv) the Hedge Counterparty under or in connection with each Purchaser Hedge Contract (the "Hedge Obligations"), (v) the Purchaser Administrator under or in connection with the Purchaser Administration Agreement, the Purchaser Manager under or in connection with the Purchaser Management Agreement, the Purchaser Investment Advisor under or in connection with the Purchaser Investment Advisory Agreement and the Hedging Agent under or in connection with the Purchaser Hedging Agreement (together, the "Administration Obligations" and, together with the Issuer Obligations, the Bank Obligations, the Purchaser Collateral Agent Obligations and the Hedge Obligations, the "Obligations")</p> <p>Capitalised terms used in this Form MG01 and not otherwise defined shall have the meanings given to them in Continuation Pages 1 to 8 inclusive to Section 6 (<i>Short particulars of all the property mortgaged or charged</i>) of this Form MG01</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

GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481

Continuation Page No 1 (Section 6 - Short particulars)

(c) the Purchaser Documents to which it is a party (with the exception of the Purchaser Management Agreement) including, without limitation all monies due and to become due to the Company under such Purchaser Documents or in connection therewith, whether payable as fees, expenses, costs, indemnities, insurance recoveries, damages for breach of any of such Purchaser Documents or otherwise, and all rights, remedies, powers, privileges and claims of the Company under or with respect to such Purchaser Documents (whether arising pursuant to the terms of such Purchaser Documents or otherwise available to the Company at law or in equity), including, without limitation, the rights of the Company to enforce such Purchaser Documents and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to such Purchaser Documents to the same extent as the Company could but for the assignment and security interest granted to the Purchaser Collateral Agent for the benefit of the Purchaser Secured Parties,

(d) all "accounts", "chattel paper", "deposit accounts", "general intangibles", "instruments" and "investment property", constituting or relating to any of the foregoing, and

(e) any and all proceeds and products of, accessions to, substitutions and replacements for and rents and profits of each and any of the foregoing

The property referred to and described above being, collectively, the "**Purchaser Collateral**"

Pursuant to Section 8(g) of the Agreement, except as otherwise permitted under the Agreement or the other Purchaser Documents, the Company agreed that it will not create or suffer to exist any lien, Security Interest or other charge or encumbrance upon or with respect to any of the Purchaser Collateral and the Charged Property to secure indebtedness of any Person. Pursuant to Section 4.3 of the Agreement, the Company covenanted that it shall make all such additional appropriate filings and take all such actions as are necessary from time to time to maintain the perfection and priority of the security interest in the Purchaser Collateral and the Charged Property.

Continued on Continuation Page No 2 to Section 6 (Short particulars of all the property mortgaged or charged) of this Form MG01

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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

GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481

Continuation Page No. 2 (Section 6 - Short particulars)

Pursuant to Section 8 (a) of the Agreement, the Company agreed that from time to time, at its own cost and expense, it will (i) promptly execute and deliver and will cause to be executed and delivered, all further instruments and documents, including, without limitation, financing and continuation statements, and (ii) will take all further action and will cause all further action to be taken that the Purchaser Collateral Agent or the Purchaser Liquidity Agent may request or is required by law, in order to create, preserve, perfect and protect each Security Interest granted under the Agreement or the Bank Account Charge, or to enable the Purchaser Collateral Agent or the Purchaser Liquidity Agent to exercise and enforce its rights and remedies under the Agreement or the Bank Account Charge

Pursuant to Section 8 (c) of the Agreement, the Company authorized the Purchaser Collateral Agent to cause to be filed, at the Company's expense, such filings or registrations, including one or more financing or continuation statements, and amendments thereto (as shall be provided to the Purchaser Collateral Agent in accordance with Sections 9 and 10 of the Agreement), and authorized the Purchaser Collateral Agent, at the written direction of the Purchaser Liquidity Agent, to take all such further action and execute all such further documents and instruments (as shall be provided to the Purchaser Collateral Agent in accordance with Sections 9 and 10 of the Agreement), in each case as may be necessary or desirable in order to create, preserve, perfect and protect the Security Interests granted by the Agreement or by the Bank Account Charge, without the signature of the Company where permitted by law

Definitions used in this Form MG01

"**Administration Agreement**" means the Administration Agreement dated as of December 6, 2002, among the Issuer and LTSB, as administrative agent, (as amended or restated from time to time),

"**Administrative Agent**" means LTSB,

"**Assets**" means Eligible Receivables (as defined in the Administration Agreement), including the "Notes" acquired by the Company from time to time pursuant to the relevant Note Purchase Agreement

Continued on Continuation Page No 3 to Section 6 (*Short particulars of all the property mortgaged or charged*) of this Form MG01

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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>GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481</p> <p>Continuation Page No 3 (Section 6 - Short particulars)</p> <p>"Bank Account Charge" means collectively, (a) the Bank Account Charge and Security Trust Deed dated 11 August 2010 among the Company, the Purchaser Collateral Agent, the Issuer, LTSB and the Purchaser Manager and (b) the Bank Account Charge and Security Trust Deed dated on or about 9 December 2010 among the Company, the Purchaser Collateral Agent, the Issuer, LTSB and the Purchaser Manager,</p> <p>"Charged Property" means the assets, rights, property and undertaking of the Company, from and time to time, in respect of which the Company has granted or intended to grant a Security Interest (whether fixed or floating charge) pursuant to Clause 3 of the Bank Account Charge and references to Charged Property shall be construed as including references to any part of it;</p> <p>"Commercial Paper Notes" means the Euro Commercial Paper Notes and the U S Commercial Paper Notes (as defined in the Administration Agreement),</p> <p>"Effective Date" means the first date on which the Company issues a Purchaser Demand Note to the Issuer in accordance with the terms of the Purchaser Commissioning Agreement,</p> <p>"Eligible Receivables" means accounts receivables, trade receivables, consumer receivables, auto receivables, mortgage loans, general intangibles, chattel paper, instruments (including but not limited to the purchase and sale of credit products), leases (and assets subject to lease), synthetic receivables with rights to payment based on the foregoing or any interests therein which meets the criteria set forth in the Investment Policy, as of the date it is purchased by the Issuer or a Purchaser,</p> <p>"Eligible Securities" means (a) senior bonds, notes, debentures, trust certificates, asset backed debt securities, synthetic securities and other debt and financial assets rated at least AA by S&P and Aa3 by Moody's (or AA by Fitch and S&P if a Moody's Equivalent Rating has been relied upon) and which meet the criteria set forth in the Investment Policy, in each case as of the date it is purchased by the Company or a Purchaser, and (b) Permitted Investments (as defined in the Administration Agreement);</p> <p>"Fitch" means Fitch Ratings Limited,</p> <p>Continued on Continuation Page 4 to Section 6 (<i>Short particulars of all the property mortgaged or charged</i>) of this Form MG01</p>

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481</p> <p><u>Continuation Page No 4 (Section 6 - Short particulars)</u></p> <p>"Hedge Counterparty" means Lloyds TSB Bank plc or any other counterparty which enters into a Purchaser Hedge Contract with the Company, provided that such counterparty shall have short term ratings at least equal to the then existing rating of the Commercial Paper Notes from each Rating Agency,</p> <p>"Investment Advisor" means Lloyds TSB Bank plc,</p> <p>"Investment Advisory Agreement" means the Investment Advisory Agreement, dated as of the date of the Administration Agreement, between the Issuer and the Investment Advisor pursuant to which the Investment Advisor refers Assets to be purchased by the Issuer from time to time, as amended and supplemented from time to time,</p> <p>"Investment Policy" shall have the meaning assigned to it in Section 1.01 of the Investment Advisory Agreement, being the Issuer's Investment Policy attached to the Investment Advisory Agreement as Exhibit D,</p> <p>"Hedging Agent" means LTSB,</p> <p>"Issuer" means Cancara Asset Securitisation Limited, a company incorporated in Jersey, Channel Islands, whose registered office is at 26 New Street, St Helier, Jersey, Channel Islands,</p> <p>"LTSB" means Lloyds TSB Bank plc,</p> <p>"Moody's" means Moody's Investors Service Limited,</p> <p>"Moody's Equivalent Rating" means shall mean a Fitch rating and an S&P rating acceptable to Moody's assigned to an Eligible Security not rated by Moody's;</p> <p>"Note Purchase Agreements" means each of the following agreements</p> <p>(a) the Retail Note Purchase and Security Agreement dated as of April 7, 2010 (as amended, supplemented or otherwise modified from time to time, the "Retail Note Purchase and Security Agreement"), among Ally Bank, GMAC Inc, Ally Retail Instalment Obligations Transferor LLC, Ally Loan Lease Obligations Transferor LLC, the Purchasers and the Agents parties thereto and JPMorgan Chase Bank, N A, as administrative agent,</p> <p>Continued on Continuation Page 5 to Section 6 (Short particulars of all the property mortgaged or charged) of this Form MG01</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>GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481</p> <p><u>Continuation Page No 5 (Section 6 - Short particulars)</u></p> <p>(b) the Lease Note Purchase and Security Agreement dated as of April 7, 2010 (as amended, supplemented or otherwise modified from time to time, the "Lease Note Purchase and Security Agreement"), among Ally Bank, GMAC Inc , Ally Grand Leasing Operating Warehouse LLC, Ally Loan Lease Obligations Transferor LLC, the Purchasers and the Agents parties thereto and JPMorgan Chase Bank, N A., as administrative agent, and</p> <p>(c) the Wholesale Note Purchase and Security Agreement dated as of April 7, 2010 (as amended, supplemented or otherwise modified from time to time, the "Wholesale Note Purchase and Security Agreement"), among Ally Bank, GMAC Inc , Ally Liquidity Transferor-W LLC, Ally Loan Lease Obligations Transferor LLC, the Purchasers and the Agents parties thereto and JPMorgan Chase Bank, N A , as administrative agent,</p> <p>"Notes" means the variable funding asset backed notes issued pursuant to a Note Purchase Agreement, substantially in the form of Exhibit A to the relevant Note Purchase Agreement,</p> <p>"Person" means an individual, partnership, company, corporation, joint stock company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof,</p> <p>"Purchaser" means the Company or any other special purpose purchasing company as set forth in Schedule I of the Administration Agreement, as such Schedule may be amended from time to time,</p> <p>"Purchaser Administration Agreement" means the purchaser administration agreement, dated as of the date of the Relevant Transaction Purchaser Liquidity Agreement, between the Company and the Purchaser Administrator, as amended or restated from time to time,</p> <p>"Purchaser Administrator" means LTSB,</p> <p>"Purchaser Commissioning Agreement" means the Purchaser Commissioning Agreement, dated as of the date of the Relevant Transaction Purchaser Liquidity Agreement, between the Issuer and the Company, as amended or restated from time to time,</p> <p>"Purchaser Demand Note" shall have the meaning assigned to the term "Purchaser Discount Note" in the Purchaser Commissioning Agreement, being the relevant purchaser discount note executed and issued by the Company for the benefit of the Issuer (substantially in the form of Exhibit A to the Purchaser Commissioning Agreement),</p> <p>Continued on Continuation Page No 6 to Section 6 (Short particulars of all the property mortgaged or charged) of this Form MG01</p>

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Particulars of a mortgage or charge



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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

GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481

Continuation Page No 6 (Section 6 - Short particulars)

"**Purchaser Documents**" means the Purchaser Administration Agreement, the Purchaser Investment Advisory Agreement, each Purchaser Liquidity Agreement, the Purchaser Security Agreement, the Purchaser Hedging Agreement, each related Purchaser Hedge Contract, the Purchaser Management Agreement, the Purchaser Commissioning Agreement, the Purchaser Sub-Administration Agreement and the Purchaser Demand Notes,

"**Purchaser Hedge Contract**" means any hedge contract, as amended or restated from time to time, between the Company and a Hedge Counterparty pursuant to which the Company hedges itself against currency exchange risk or any other risk associated with the Asset;

"**Purchaser Hedging Agent**" means LTSB,

"**Purchaser Hedging Agreement**" means the hedging agreement, dated as of the date of the Relevant Transaction Purchaser Liquidity Agreement, entered into between the Company and the Purchaser Hedging Agent, as amended or restated from time to time,

"**Purchaser Investment Advisor**" means LTSB,

"**Purchaser Investment Advisory Agreement**" means the investment advisory agreement, dated as of the date of the Relevant Transaction Purchaser Liquidity Agreement, between the Company and the Purchaser Investment Advisor, pursuant to which the Purchaser Investment Advisor refers assets, as applicable, to be purchased by the Company from time to time, as amended or restated from time to time,

"**Purchaser Liquidity Agent**" means LTSB,

"**Purchaser Liquidity Agreement**" means the purchaser liquidity agreement and any other liquidity agreement entered into among the Company, any purchaser liquidity banks thereto and any purchaser liquidity agent thereto, as amended or restated from time to time, and "Purchaser Liquidity Agreements" collectively means all liquidity agreements among the Company, all purchaser liquidity banks and purchaser liquidity agents parties thereto, as amended or restated from time to time,

"**Purchaser Liquidity Banks**" means the purchaser liquidity banks that are parties to the Relevant Transaction Purchaser Liquidity Agreement,

"**Purchaser Management Agreement**" means the corporate administration agreement between the Company and a Purchaser Manager, as amended or restated from time to time,

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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

GRESHAM RECEIVABLES (NO 11) UK LIMITED, COMPANY NUMBER 05718481

Continuation Page No. 7 (Section 6 - Short particulars)

"Purchaser Manager" means Wilmington Trust SP Services (London) Limited and any successor thereto;

"Purchaser Secured Parties" means, collectively, (i) the Issuer, (ii) (A) the Purchaser Liquidity Banks that are parties to the Relevant Transaction Purchaser Liquidity Agreements (the "Purchaser Liquidity Banks") and (B) LTSB, as Purchaser Liquidity Agent, for itself and for the Purchaser Liquidity Banks, (iii) the Purchaser Collateral Agent, (iv) LTSB as the Purchaser Administrator pursuant to the Purchaser Administration Agreement, (v) LTSB as the Hedge Counterparties pursuant to the Purchaser Hedging Agreement, (vi) the Purchaser Manager, pursuant to the Purchaser Management Agreement, (vii) LTSB as the Hedging Agent pursuant to the Purchaser Hedging Agreement and (viii) the Purchaser Investment Advisor pursuant to the Purchaser Investment Advisory Agreement;

"Purchaser Security Agreement" means, collectively, (a) the purchaser security agreement, dated as of August 11, 2010, between the Company and the Purchaser Collateral Agent, (a) the purchaser security agreement, dated as of on or about December 9, 2010, between the Company and the Purchaser Collateral Agent and (c) the Bank Account Charge, in each case as amended or restated from time to time,

"Purchaser Sub-Administration Agreement" means the purchaser sub-administration agreement, dated as of the date of Relevant Transaction Purchaser Liquidity Agreement, between the Purchaser Administrator and Global Securitization Services, LLC, as amended or restated from time to time,

"Rating Agency" means each of the following credit rating agencies and any other rating agency that the Company requests to rate the Commercial Paper Notes

Moody's Investors Service Limited
2 Minster Court
Mincing Lane
London EC3A 7XB
Attention Asset Backed CP Monitoring Department

and

Continued on Continuation Page No 8 to Section 6 (Short particulars of all the property mortgaged or charged) of this form MG01

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Particulars of a mortgage or charge



<div>6</div>	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>GRESHAM RECEIVABLES (NO.11) UK LIMITED, COMPANY NUMBER 05718481</p> <p><u>Continuation Page No 8 (Section 6 - Short particulars)</u></p> <p>Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc Garden House 18 Finsbury Circus London EC2M 7NJ Attention: Structured Finance Ratings</p> <p>Except as otherwise indicated, any reference to "Rating Agency" shall be deemed to include each such credit rating agency,</p> <p>"Relevant Transaction Purchaser Liquidity Agreement" means the Purchaser Liquidity Agreements, dated 11 August 2010, among the Company, Lloyds TSB Bank plc, as Purchaser Liquidity Agent, and the Purchaser Liquidity Banks party thereto (as amended or restated from time to time);</p> <p>"Revolving Credit Note" means each promissory note of the Company payable to the order of a Purchaser Liquidity Bank in respect of obligations under the Purchaser Liquidity Agreement, substantially in the form of Exhibit A to the Purchaser Liquidity Agreement, and any promissory note of the Company issued in substitution thereof,</p> <p>"Security Interest" means a mortgage, charge (fixed or floating), standard security, pledge, lien, assignment for security, hypothecation, right of set-off, reservation of title or security interest and any agreement to enter into, create or establish any of the foregoing,</p> <p>"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code or other equivalent body of law governing the attachment and perfection of security interests, as from time to time in effect in any specified jurisdiction,</p> <p>"S&P" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc or any successor thereto</p> <p>Terms not otherwise defined herein which are defined or used in the Uniform Commercial Code as in effect in the State of New York (the "NYUCC") have the respective meanings given such terms in the NYUCC.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5718481
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PURCHASER SECURITY
AGREEMENT DATED 9 DECEMBER 2010 AND CREATED BY
GRESHAM RECEIVABLES (NO.11) UK LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO THE ISSUER, THE PURCHASER LIQUIDITY BANKS AND THE
PURCHASER LIQUIDITY AGENT, THE BANK OF NEW YORK
MELLON, THE HEDGE COUNTERPARTY, THE PURCHASER
ADMINISTRATOR, THE PURCHASER MANAGER, THE
PURCHASER INVESTMENT ADVISOR AND THE HEDGING
AGENT 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 21 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 DECEMBER
2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES