

MG01

Particulars of a mortgage or charge



222671/13

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 reg
particulars of a charge for a Sco
company. To do this, please use
form MG01s

TUESDAY



L10 19/04/2011 152
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 "Chargor")

5 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 3 d 0 m 0 m 3 y 2 y 0 y 1 y 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 bank account charge and security trust deed (the "Deed") dated 30 March 2011, between the
Chargor, Cancara Asset Securitisation Limited, Lloyds TSB Bank Plc, Wilmington Trust SP Services
(London) Limited and The Bank of New York Mellon as Purchaser Collateral Agent

4 Amount secured

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

Amount secured Collectively, all obligations and liabilities of the Chargor to (i) the
Issuer under or in connection with the Purchaser Demand Notes, (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, (iii) the Purchaser Collateral Agent under or in
connection with the Relevant Transaction Purchaser Security
Agreement (including Section 5 3(c)(iii) thereof) and the Deed,
whether in respect of fees, expenses or otherwise, (iv) the Hedge
Counterparty under or in connection with each Purchaser Hedge
Contract, and (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

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

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

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

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

Name The Bank of New York Mellon as Purchaser Collateral Agent

Address One Canada Square

London

Postcode E 1 4 5 A L

Name

Address

Postcode

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Pursuant to Clause 3 1 of the Deed, the Chargor, as continuing security for the payment and discharge of all Obligations, charged the Deposit by way of first fixed charge in favour of the Purchaser Collateral Agent UPON TRUST for the Purchaser Secured Parties in accordance with the trusts declared in the Deed

Pursuant to Clause 3 2 of the Deed, the Security Interests granted by the Chargor under Clause 3 of the Deed are without prejudice to the Security Interests granted by the Chargor under the Relevant Transaction Purchaser Security Agreement

Pursuant to Clause 7 1(d) of the Deed, the Chargor undertook with the Purchaser Collateral Agent that from and after the date of the Deed and until all Obligations have been repaid in full it shall not create or permit to subsist any Security Interest (other than the Charge and any Security Interest arising by operation of law) over or in respect of the Company Accounts, the Deposit or the other Charged Property except as otherwise permitted under the Deed, the Relevant Transaction Purchaser Security Agreement or the other Purchaser Documents

Pursuant to Clause 8 1 of the Deed, the Chargor agreed that it shall, at its own cost, promptly execute and do all such assurances, acts and things in such form as the Purchaser Collateral Agent may from time to time reasonably require


- (a) for perfecting, preserving or protecting the Charge or the priority of the Charge, and
- (b) for facilitating the application of the Deposit or the other Charged Property upon enforcement of the Charge or the exercise of any other Rights vested in the Purchaser Collateral Agent

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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <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, 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	

8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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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9	Signature Please sign the form here Signature <div style="text-align: center;">  </div> This form must be signed by a person with an interest in the registration of the charge
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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 **Dennis Dillon**

Company name **Hogan Lovells International
LLP**

Address

Post town

County/Region

Postcode **E C 1 A 2 F G**

Country

DX **57** **London Chancery Lane**

Telephone **+44 20 7296 2000**



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	or in connection with the Purchaser Investment Advisory Agreement and the Hedging Agent under or in connection with the Purchaser Hedging Agreement (together, the " Obligations ")	

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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>Pursuant to Clause 11 of the Deed, the Charge shall be a continuing security for the Obligations and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Obligations remain outstanding thereafter) or any other matter or thing whatsoever provided that if the Purchaser Collateral Agent is satisfied that all Obligations have been paid or discharged in full then the Purchaser Collateral Agent shall, at the request and cost of the Chargor, but without being responsible for any loss, costs, claims or liability whatsoever occasioned by so acting upon such request, execute such deeds and do all such acts and things as may be necessary to release the Deposit or the other Charged Property from the Charge and to release the Deed</p> <p>Pursuant to Clause 12 of the Deed, the Charge shall be in addition to and shall not prejudice nor be prejudiced by any other Security Interest or any guarantee or indemnity or other document which the Purchaser Collateral Agent may at any time hold for the payment of the Obligations</p> <p>Definitions used in this Form MG01:</p> <p>"Administration Agreement" means the Administration Agreement dated as of December 6, 2002, among the Issuer and Lloyds TSB Bank plc, as administrative agent, (as amended and restated from time to time),</p> <p>"Administrative Agent" means Lloyds TSB Bank plc,</p> <p>"Assets" means Eligible Receivables as defined in the Administration Agreement, including the "Notes" acquired by the Chargor from time to time pursuant to the relevant Note Purchase Agreement (and as defined in Annex X to each agreement),</p> <p>"Bank Account Charge" shall mean, collectively, (a) the Bank Account Charge and Security Trust Deed dated 11 August 2010 and (b) the Bank Account Charge and Security Trust Deed dated 9 December 2010, in each case among the Chargor, the Purchaser Collateral Agent, the Issuer, LTSB and the Purchaser Manager and (c) the Deed,</p> <p>"Charge" means all or any of the Security Interests created, or which may at any time be created, by or pursuant to the Deed,</p> <p>"Charged Property" means the assets, rights, property and undertaking of the Chargor, from and time to time, in respect of which the Chargor has granted or intended to grant a Security Interest (whether fixed or floating charge) pursuant to Clause 3 of the Deed 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 US Commercial Paper Notes (as defined in the Administration Agreement),</p> <p>"Company Account" means the following special purpose account established by the Purchaser Collateral Agent pursuant to Section 5 of the Relevant Transaction Purchaser Security Agreement at The Bank of New York Mellon, London Branch Title USD Company Account – The Bank of New York Mellon, as Purchaser Collateral Agent, Currency USD, Account Number 3850218400, and any other account established from</p>	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>time to time in any additional currency or in substitution of the foregoing pursuant to the Relevant Transaction Purchaser Security Agreement and the Deed,</p> <p>"Deposit" means all sums from time to time standing to the credit of the Company Account, and all entitlements to interest and other Rights from time to time accruing to or arising in connection with such sums, and the debt represented thereby,</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>"Hedging Agent" means LTSB,</p> <p>"Hedge Counterparty" means Lloyds TSB Bank plc or any other counterparty which enters into a Purchaser Hedge Contract with the Chargor, 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>"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>

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<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 on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Bank Retail Note Purchase Agreement</u>"), among Ally Retail Instalment Obligations Transferor LLC, Ally Bank, Ally Financial Inc, Ally Loan Lease Obligations Transferor LLC, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(b) the Lease Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Bank Lease Note Purchase Agreement</u>") among Ally Retail Instalment Obligations Transferor LLC, Ally Bank, Ally Financial Inc, Ally Loan Lease Obligations Transferor LLC, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(c) the Wholesale Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Bank Wholesale Note Purchase Agreement</u>"), among Ally Retail Instalment Obligations Transferor LLC, Ally Bank, Ally Financial Inc, Ally Loan Lease Obligations Transferor LLC, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(d) the Retail Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Financial Retail Note Purchase Agreement</u>"), among Ally Funding Transferor Exclusive Receivables LLC, Ally Financial Inc, Ally Secured Transferor Receivables Aggregator LLC, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National</p>	

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Short particulars	<p>Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(e) the Lease Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Financial Lease Note Purchase Agreement</u>") among Ally Funding Transferor Exclusive Receivables LLC, Ally Financial Inc, Ally Secured Transferor Receivables Aggregator LLC, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(f) the Wholesale Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Financial Wholesale Note Purchase Agreement</u>"), among Ally Funding Transferor Exclusive Receivables LLC, Ally Financial Inc, Ally Secured Transferor Receivables Aggregator LLC, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(g) the Retail Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended supplemented or otherwise modified from time to time, the "<u>Ally Canada Retail Note Purchase Agreement</u>"). among Canadian Receivables Issuer Partnership, Canadian Receivables Origination Partnership, 325381 Nova Scotia Company, 325383 Nova Scotia Company, 325382 Nova Scotia Company, Ally Credit Canada Limited, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>(h) the ABC Loan Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "<u>Ally Canada ABC Loan Note Purchase Agreement</u>") among Canadian Receivables Issuer Partnership, Canadian Receivables Origination Partnership, 325381 Nova Scotia Company, 325383 Nova Scotia Company, 325382 Nova Scotia Company, Ally Credit Canada Limited, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A, as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p>	

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Short particulars	<p>(i) the Wholesale Note Purchase and Security Agreement dated as of on or about March 30, 2011 (as amended, supplemented or otherwise modified from time to time, the <u>'Ally Canada Wholesale Note Purchase Agreement'</u>), among Canadian Receivables Issuer Partnership, Canadian Receivables Origination Partnership, 325381 Nova Scotia Company, 325383 Nova Scotia Company, 325382 Nova Scotia Company, Ally Credit Canada Limited, the Purchasers and the Agents parties thereto, JPMorgan Chase Bank, N A , as Administrative Agent, Bank of America, National Association and Citibank N A as Syndication Agents, and J P Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc as Joint Lead Arrangers and Joint Book Runners</p> <p>Documents (a) through (c) being the <u>"Ally Bank Note Purchase Agreements"</u>, documents (d) through (f) being the <u>"Ally Financial Note Purchase Agreements"</u> and (g) through (i) being the <u>"Ally Canada Note Purchase Agreements"</u>, provided that at any time, a reference to any or all of the Note Purchase Agreements shall be a reference only to such Note Purchase Agreements as have been entered into as of such time</p> <p>"Notes" means the notes issued pursuant to each Note Purchase Agreement (and as defined in Annex X to each Note Purchase Agreement) and "Notes" shall mean all the Notes issued under the Note Purchase Agreements,</p> <p>"Purchaser" means the Chargor 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 by the Issuer and the Administrative Agent,</p> <p>"Purchaser Administration Agreement" means the purchaser administration agreement, dated as of the initial date of the Relevant Transaction Purchaser Liquidity Agreement, between the Chargor and the Purchaser Administrator, as amended or restated from time to time,</p> <p>"Purchaser Administrator" means LTSB,</p> <p>"Purchaser Collateral Agent" means The Bank of New York Mellon as agent and trustee for the Purchaser Secured Parties, which expression shall include all successor agents and trustees appointed from time to time,</p> <p>"Purchaser Commissioning Agreement" means the Purchaser Commissioning Agreement, dated as of the initial date of the Relevant Transaction Purchaser Liquidity Agreement, between the Issuer and the Chargor, 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 Chargor for the benefit of the Issuer (substantially in the form of Exhibit A to the Purchaser Commissioning Agreement),</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"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,</p> <p>"Purchaser Hedge Contract" means any hedge contract, as amended or restated from time to time, between the Chargor and a Hedge Counterparty pursuant to which the Chargor hedges itself against currency exchange risk or any other risk associated with the Asset,</p> <p>"Purchaser Hedging Agent" means LTSB,</p> <p>"Purchaser Hedging Agreement" means the hedging agreement, dated as of the initial date of Relevant Transaction Purchaser Liquidity Agreement, entered into between the Chargor and the Purchaser Hedging Agent, as amended or restated from time to time,</p> <p>"Purchaser Investment Advisor" means LTSB,</p> <p>"Purchaser Investment Advisory Agreement" means the investment advisory agreement, dated as of the initial date of Relevant Transaction Purchaser Liquidity Agreement, between the Chargor and the Purchaser Investment Advisor, pursuant to which the Purchaser Investment Advisor refers assets, as applicable, to be purchased by the Chargor from time to time, as amended or restated from time to time,</p> <p>"Purchaser Liquidity Agent" means LTSB,</p> <p>"Purchaser Liquidity Agreement" means the purchaser liquidity agreement and any other liquidity agreement entered into among the Chargor, 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 Chargor, all purchaser liquidity banks and purchaser liquidity agents parties thereto, as amended or restated from time to time</p> <p>"Purchaser Liquidity Banks" means the purchaser liquidity banks that are parties to the Relevant Transaction Purchaser Liquidity Agreement,</p> <p>"Purchaser Management Agreement" means the corporate administration agreement between the Chargor and a Purchaser Manager, as amended or restated from time to time,</p> <p>"Purchaser Manager" means Wilmington Trust SP Services (London) Limited and any successor thereto,</p> <p>"Purchaser Secured Parties" means, collectively, (i) the Issuer, (ii) (A) the Purchaser Liquidity Banks and (B) LTSB, as Purchaser Liquidity Agent for itself and for the</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>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) LTSB as the Purchaser Investment Advisor pursuant to the Purchaser Investment Advisory Agreement,</p> <p>"Purchaser Security Agreement" means, collectively, (a) (i) the purchaser security agreement, dated as of August 11, 2010, (ii) the purchaser security agreement, dated as of December 9, 2010, and (iii) the purchaser security agreement dated as of March 30, 2011, in each case between the Chargor and the Purchaser Collateral Agent and (b) the Bank Account Charge, in each case as amended or restated from time to time</p> <p>"Purchaser Sub-Administration Agreement" means the purchaser administration agreement, dated as of the initial date of Relevant Transaction Purchaser Liquidity Agreement, between the Purchaser Administrator and Global Securitization Services, LLC, as amended or restated from time to time,</p> <p>"Rating Agency" means each of the following credit rating agencies and any other rating agency that the Issuer requests to rate the Commercial Paper Notes</p> <p>Moody's Investors Service Limited</p> <p>2 Minster Court</p> <p>Mincing Lane</p> <p>London EC3A 7XB</p> <p>Attention Asset Backed CP Monitoring Department</p> <p>and</p> <p>Standard & Poor's Ratings Services,</p> <p>a division of The McGraw Hill Companies, Inc</p> <p>Garden House</p> <p>18 Finsbury Circus</p> <p>London EC2M 7NJ</p> <p>Attention Structured Finance Ratings</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<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 Agreement, initially dated as of August 11, 2010, among the Chargor, Lloyds TSB Bank plc, as Purchaser Liquidity Agent, and the Purchaser Liquidity Banks party thereto (as amended and restated as of March 30, 2011 and as amended or restated from time to time),</p> <p>"Relevant Transaction Purchaser Security Agreement" means the Purchaser Security Agreement dated as of 30 March 2011 between the Chargor and the Purchaser Collateral Agent (as amended or restated from time to time),</p> <p>"Revolving Credit Note" means each promissory note of the Chargor 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 Chargor issued in substitution thereof,</p> <p>"Rights" means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever),</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, and</p> <p>"S&P" means Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc or any successor thereto</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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BANK ACCOUNT CHARGE AND
SECURITY TRUST DEED DATED 30 MARCH 2011 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 AS PURCHASER COLLATERAL
AGENT, 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 19 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 APRIL 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES