Registration of a Charge

Company name: LLOYDS BANK PLC

Company number: 00002065

Received for Electronic Filing: 13/03/2019



Details of Charge

Date of creation: 01/03/2019

Charge code: 0000 2065 0063

Persons entitled: THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND AS

SECURITY TRUSTEE

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2065

Charge code: 0000 2065 0063

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2019 and created by LLOYDS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th March 2019.

Given at Companies House, Cardiff on 14th March 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





DEED OF CHARGE

DATED I MARCH 2015

BETWEEN THE

CHARGORS

AND

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND as the Security Trustee

ENTERED INTO IN CONNECTION WITH THE FPS ACCOUNTS AGREEMENT DATED

JANUARY 2019 AND NOVATED ON OR AROUND THE DATE OF THIS DEED

JEER UARY

	CONTENTS
Cla	ise Page
1.	Interpretation
2.	Creation of Security
3.	Representations:
4	Restrictions on Dealings
5.	Accounts
6.	When Security becomes Enforceable
7.	Enforcement of Security
8.	Application of Proceeds
9.	Expenses and indemnity
10.	Further Assistance
11.	Power of Attorney
12.	Miscellaneous
13.	Accession13
14.	Release
15.	Rights of Third Parties
16.	Governing Law
17.	Jurisdiction and an analysis and a second se
18.	Counterparts
Sched	füle 1:
Charg	ors

THIS DEED is dated

MARCH

2019

BETWEEN:

- (1) **THE CHARGORS** as set out in Schedule 1 to this Deed, as amended from time to time (each a "Chargor"); and
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND of Threadneedle Street, London, EC2R 8AH as security trustee for the Security Beneficiaries (the "Security Trustee").

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the FPS Rules and the FPS Accounts Agreement (each as defined below).
- (B) It is intended that this document take effect as a deed notwithstanding the fact that a Party might only execute this document under hand.
- (C) It is intended that this Security (as interpreted below) shall take effect at 00:01 hrs on the Effective Date.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Acceding DCS Participant"

means a person which is admitted to participation in FPS as a Bank DCS Participant or a DCS (OF). Participant on or after the Effective Date and which has executed an Accession Agreement.

"Accession Agreement"

means an accession agreement supplemental to this Deed which is in the form:

- (a) as set out in Schedule 1 to the DCS Participation Agreement; or
- (b) as may be directed by the System Operator under clause 14.4 of that Agreement; or
- (c) as may otherwise be directed by the System Operator.

"Accession Date"

has the meaning set out in clause 13 (Accession).

"Act"

means the Law of Property Act 1925.

"Bank DCS Participant"

has the meaning given to that term in the FPS Rules.

"Bank DCS (SCA) Participant"

has the meaning given to that term in the FPS Rules.

"Bank of England"

means the Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH.

"Beneficiary"

means in relation to a Chargor which is a Non-Paying DCS Participant, each other DCS Participant that has a Single Claim that has not been settled in full.

"Credit Balance"

means, in respect of a Chargor, the credit balance from time to time on that Chargor's Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be.

"DCS (OF) Participant"

has the meaning given to that term in the FPS Rules.

"DCS Participant"

has the meaning given to that term in the FPS Rules.

"DCS Participation Agreement"

means the DCS Participation Agreement dated on or about the date of this Deed between the System Operator and the DCS Participants who have executed or acceded to the Agreement as Participant Parties.

"DCS (RF) Participant"

has the meaning given to that term in the FPS Rules.

"Effective Date"

means the date of this Deed, or such later date as may be notified by the System Operator to the Chargors and the Security Trustee.

"FPS"

has the meaning given to that term in the FPS Rules.

"FPS Accounts Agreement"

CEBRUARY

means the FPS Accounts Agreement dated Sanuary 2019 between the System Operator, the Bank of England (in its separate capacities as Security Trustee and Settlement Service Provider) and the DCS Participants who have executed or acceded to the Agreement as Participant Parties.

"FPS Rules"

means the FPS Rules published by the System Operator from time to time.

"Non-Paying DCS Participant"

has the meaning given to that term in the FPS Accounts Agreement.

"Non-Paying DCS Participant Shortfall"

has the meaning given to that term in the FPS Accounts Agreement.

"Party"

means a party to this Deed.

"Payment Request"

has the meaning given to that term in the FPS Rules.

"Reserves Collateralisation Account"

has the meaning given to that term in clause 5.1 (Reserves Collateralisation Accounts).

"Secured Liabilities"

means, in respect of a Chargor, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of that Chargor to:

- (a) any Beneficiary in relation to that Chargor under clause 6 (Indemnity) of the FPS Accounts Agreement; and
- (b) the Security Trustee and/or the Settlement Service Provider under this Deed, the FPS Rules, the FPS Accounts Agreement and any other Security Document.

"Security Assets"

means, in respect of a Chargor, all assets of that Chargor that are the subject of this Security.

"Security Beneficiaries"

means each Beneficiary, the Settlement Service Provider and the Security Trustee.

"Security Document"

has the meaning given to that term in the FPS Accounts Agreement.

"Security Interest"

means a mortgage, pledge, lien, charge, assignment by way of security, retention of title and any other encumbrance or security interest whatsoever created or arising under relevant law, as well as any other agreement or arrangement having the effect, or performing the economic function, of conferring security howsoever created or arising.

"Security Period"

means, in respect of a Chargor:

- (a) the period beginning on (i) the Effective Date or (ii) if the Chargor is an Acceding DCS Participant, its Accession Date; and
- (b) ending on the date on which all of its Secured Liabilities have been unconditionally and irrevocably paid and discharged in full by that Chargor and no further Secured Liabilities can arise.

"Settlement Collateralisation Account"

has the meaning given to that term in in clause 5.2 (Settlement Collateralisation Accounts).

"Settlement Cycle"

has the meaning given to that term in the FPS Rules.

"Settlement Service Provider"

means the Bank of England, as settlement service provider for the System.

"Single Claim"

has the meaning given to that term in the FPS Rules.

"System"

has the meaning given to that term in the FPS Rules.

"System Operator"

means Pay.UK Limited (acting in its capacity as operator of FPS).

"Working Day"

has the meaning given to that term in the FPS Rules.

1.2 Construction

- (a) The provisions of clause 1.2 (Construction) of the FPS Accounts Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the FPS Accounts Agreement will be construed as references to this Deed. The provisions of clauses 10 (Security Trustee and Settlement Service Provider) and 11 (Limitation of Liability) of the FPS Accounts Agreement apply to this Deed as though they were set out in full in this Deed.
- (b) The term this Security means any security created by this Deed.
- (c) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (d) If the Security Trustee considers that an amount paid to a Security Beneficiary under the FPS Rules or any Security Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (e) Notwithstanding any other provision of the FPS Accounts Agreement, any Security Document or this Deed, any discretion of the Security Trustee shall be exercised by it in good faith and in a commercially reasonable manner.
- (f) The provisions of this Deed (other than those contained in this clause 1.2(f) (Construction)) shall not have effect until the Effective Date.
- (g) The Parties acknowledge that either or both of The Access Bank UK Limited and Virgin Money PLC (which are named as Chargors in Schedule 1) may not have been admitted to participation in FPS before the Effective Date. In this event, any such person shall not execute and be a Party to this Deed as at the Effective Date (a "Non-Executing Institution"). The remaining Parties agree that their respective rights, powers and obligations under this Deed are not conditional upon a Non-Executing Institution being a Party to this Deed as at the Effective Date. The System Operator shall notify the remaining Parties of the identity of any Non-Executing Institution.

2. CREATION OF SECURITY

2.1 General

- (a) This Security:
 - (i) is created in favour of the Security Trustee;
 - (ii) is created over present and future assets of each Chargor (as described in clause 2.2 (Chorge));
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Trustee holds the benefit of each Security Interest created by a Chargor under this Deed on trust for the Security Beneficiaries from time to time in relation to that Chargor.

2.2 Charge

Each Chargor charges by way of a first fixed charge the Credit Balance together with all other rights and benefits accruing to, or arising in connection with, the Credit Balance (including, but not limited to, entitlements to interest).

3. REPRESENTATIONS

3.1 Representations

Each Chargor makes the following representations in this clause 3 (*Representations*) to each Beneficiary and the Security Trustee on each day during the Security Period, by reference to the circumstances then prevailing.

3.2 Power and authority

It has the power to execute and deliver, and to perform its obligations under this Deed and has taken all necessary action to authorise the execution, delivery and performance of this Deed and the transactions contemplated by this Deed.

3.3 Legal validity

This Deed constitutes its legal, valid and binding obligation enforceable in accordance with its terms and creates the Security Interest it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

3.4 Authorisations

All authorisations required or advisable in connection with the entry into, performance, validity and enforceability of this Deed and the transactions contemplated by this Deed have been obtained or effected and are in full force and effect.

3.5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not:

- (a) conflict with any law or regulation or judicial or official order,
- (b) conflict with its constitutional documents; or
- (c) conflict with any document or restriction which is binding upon it or any of its assets.

3.6 Good title

(a) It is the sole beneficial owner of all amounts standing to the credit of, and the entitlements and debts represented by, its Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be.

- (b) All amounts standing to the credit of, and the entitlements and debts represented by, its Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be, are free from:
 - (i) any Security Interest (other than any Security Interest created by the Chargor under this Deed); and
 - (ii) any interests or claims of third parties.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create, or permit to subsist, any Security Interest over its rights and interest in respect of its Credit Balance; or
- (b) withdraw, transfer or otherwise deal or purport to deal with (including by way of assignment, charge or declaration of trust) any part of its rights and interest in respect of its Credit Balance.

except as expressly permitted or contemplated under this Deed or the FPS Accounts Agreement.

5. ACCOUNTS

5.1 Reserves Collateralisation Accounts

The Security Trustee (acting in its capacity as Settlement Service Provider) shall, in respect of each Chargor which is a Bank DCS Participant (other than a Bank DCS (SCA) Participant), create and maintain within its records dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, such Chargor and to which cash shall be recorded (each a "Reserves Collateralisation Account"). Each Reserves Collateralisation Account and the relevant Chargor's entitlement to the Credit Balance represented by the credits to such account, shall be governed by, and construed in accordance with, the laws of England and Wales.

5.2 Settlement Collateralisation Accounts

The Security Trustee (acting in its capacity as Settlement Service Provider) shall, in respect of each Chargor which is a DCS (OF) Participant or a Bank DCS (SCA) Participant, create and maintain within its records dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, such Chargor in respect of such participation and to which cash shall be recorded (each a "Settlement Collateralisation Account"). Each Settlement Collateralisation Account and the relevant Chargor's entitlement to the Credit Balance represented by the credits to such account, shall be governed by, and construed in accordance with, the laws of England and Wales.

5.3 Partial Release of Security

If, pursuant to clause 4.3(e) (Minimum Balance) of the FPS Accounts Agreement, the Security Trustee makes a transfer from a Reserves Collateralisation Account or a Settlement Collateralisation Account, as the case may be, to the Chargor or, pursuant to clause 5 (Non-Paying DCS Participant Shortfall) of the FPS Accounts Agreement, any part of the Credit Balance is applied by the Settlement Service Provider in satisfaction of a Non-Paying DCS Participant Shortfall, that part of the Credit Balance shall thereby be released from the fixed charge created by this Deed, but the release will not prejudice the continuance of the fixed charge created by this Deed in respect of the remainder of the Security Assets.

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Enforceability

This Security will become immediately enforceable in respect of a Chargor if:

- (a) there is a Non-Paying DCS Participant Shortfall in respect of such Chargor and such Non-Paying DCS Participant Shortfall has not been discharged (by the carrying out of the irrevocable instruction in clause 5 (Non-Paying DCS Participant Shortfall) of the FPS Accounts Agreement or otherwise) by no later than one hour after such Non-Paying DCS Participant Shortfall arose on the Working Day on which the Non-Paying DCS Participant Shortfall arose;
- (b) a demand has been made in accordance with clause 6.1 (*Indemnity by the Non-Paying DCS Participant*) of the FPS Accounts Agreement arising from a Non-Paying DCS Participant Shortfall in relation to the System; and
- (c) the Security Trustee has received instructions from the System Operator that such a demand has been made.

6.2 Discretion

After this Security has become enforceable in respect of a Chargor, the Security Trustee shall enforce all or any part of this Security given by that Chargor in accordance with the FPS Accounts Agreement and in any manner the Security Trustee sees fit.

6.3 Appropriation

Each Chargor authorises the Security Trustee, after this Security has become enforceable in relation to a Chargor, to appropriate (in any manner the Security Trustee sees fit) all or part of the Security Assets in respect of that Chargor and to apply it in or towards discharge of the Secured Liabilities of that Chargor in accordance with this Deed.

7. ENFORCEMENT OF SECURITY

7.1 General

(a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the Effective Date.

(b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

7.2 Privileges

The Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Sections 93 and 103 of the Act do not apply.

8. APPLICATION OF PROCEEDS

After this Deed has become enforceable, and is enforced, by the Security Trustee in relation to a Chargor in accordance with clauses 6 (When Security Becomes Enforceable) and 7 (Enforcement of Security), the Security Trustee must apply the Security Assets in respect of that Chargor in the following order of priority:

- (a) first (except to the extent that, but for this clause 8(a) (Application of Proceeds), completion of settlement of all Payment Requests accepted in a Settlement Cycle in accordance with the FPS Rules would have been able to take place) in or towards payment of, or provision for, those costs and expenses incurred by the Settlement Service Provider and Security Trustee under or in connection with this Deed;
- (b) second, in or towards pro rata payment of, or provision for, that Chargor's Secured Liabilities to each Beneficiary in the following order:
 - (i) first, in or towards payment of the portion of that Chargor's Secured Liabilities to each Beneficiary equal to the amount of any Single Claim (or part thereof) of the relevant Beneficiary that has not been settled; and
 - (ii) thereafter, in or towards pro rata payment of the remainder of that Chargor's Secured Liabilities to each Beneficiary; and
- (c) third, in payment of the surplus (if any) to that Chargor or other person entitled to it.

This clause 8 (Application of Proceeds) is subject to the payment of any claims having priority over this Security. This clause 8 (Application of Proceeds) does not prejudice, without limitation, the right of any Beneficiary to recover any Non-Paying DCS Participant Shortfall from the Chargor or any Beneficiary's rights against a Chargor for breach of clause 3.6 (Good title).

9. EXPENSES AND INDEMNITY

9.1 Expenses

Each Chargor must:

(a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed (attributable to, or arising as a result of any act or omission of, that Chargor) by any of the relevant Security Beneficiaries, the System Operator or any attorney, manager, agent or other person appointed by the Security Trustee under this Deed, including any arising from any actual or alleged breach by any person of any law or regulation; and

(b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

9.2 Maintenance of Accounts

Each Chargor shall, on demand by the Security Trustee, reimburse the Security Trustee for all reasonable charges and expenses incurred by the Security Trustee and directly attributable to that Chargor in connection with the opening, maintenance and operation of a Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be.

10. FURTHER ASSISTANCE

Each Chargor must, at its own expense, take whatever action the Security Trustee may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed;
 or
- (b) facilitating the exercise of any right, power or discretion exercisable by the Security Trustee or any of its delegates or sub-delegates in respect of the Security Assets.

This includes:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Security Trustee may think expedient.

11. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Trustee to be its attorney to take any action which that Chargor is obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does, or purports to do, under its appointment under this clause 11 (Power of Attorney).

12. MISCELLANEOUS

12.1 Covenant to Pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the FPS Accounts Agreement.

12.2 Tacking

Each Beneficiary must perform its obligations under the FPS Rules.

13. ACCESSION

Each Acceding DCS Participant shall become a Chargor and Party for all purposes of this Deed upon and with effect from its execution of an Accession Agreement in accordance with the DCS Participation. Agreement or as otherwise directed by the System Operator (the "Accession Date"). Such Acceding DCS Participant agrees thereby to be bound by the terms of this Deed and undertakes to perform its obligations as a Chargor under this Deed with effect from the Accession Date. Each Chargor irrevocably authorises the System Operator to agree to, and execute as a deed, any such duly completed Accession Agreement as agent for and on behalf of such Chargor.

14. RELEASE

At the end of the Security Period, the Security Trustee and the other Parties must, at the request and cost of a Chargor, take whatever action is necessary to release the Chargor's rights and interest in respect of its Credit Balance from this Security.

15. RIGHTS OF THIRD PARTIES

- (a) Subject to clause 15(b), a person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This paragraph does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to such legislation.
- (b) Notwithstanding clause 15(a), the Parties agree that:
 - (i) any Beneficiary which is a DCS (RF) Participant from time to time shall have the benefit of, and may enforce, clauses 3 (*Representations*), 8 (*Application of Proceeds*) and 9.1 (*Expenses*) of this Deed;
 - (ii) the System Operator shall have the benefit of, and may enforce, clause 9.1 (Expenses) of this Deed; and
 - (iii) any attorney, manager, agent or other person appointed by the Security Trustee under this Deed shall have the benefit of, and may enforce, clause 9.1 (Expenses) of this Deed.
- (c) The provisions of this Deed may be rescinded, waived or varied by agreement of the Parties in writing, and this Security may be released in accordance with clause 14 (Release) of this Deed, without the consent of any of the third parties identified in clause 15(b).

16. GOVERNING LAW

This Deed and all rights and obligations (including, without limitation, any non-contractual obligations) arising under or in connection with this Deed are governed by the laws of England and Wales.

17. JURISDICTION

17.1 Jurisdiction

The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of, or in connection with, this Deed (including, without limitation, any non-contractual obligations) and the Parties accordingly submit to the exclusive jurisdiction of the courts of England and Wales.

17.2 Binding Forum

The Parties:

- (a) waive objection to the courts of England and Wales on grounds of inconvenient forum or otherwise as regards proceedings arising out of or in connection with this Deed; and
- (b) agree that a judgment or order of a court of England and Wales in connection with this Deed is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

18. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

ATOM BANK PLC, whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS and whose registered number is 08632552;

BARCLAYS BANK PLC, whose registered office is at 1 Churchill Place, London E14 5HP and whose registered number is 01026167;

BARCLAYS BANK UK PLC, whose registered office is at 1 Churchill Place, London E14 5HP and whose registered number is 09740322;

BFC BANK LIMITED, whose registered office is at 9th Floor South Quay Plaza, 189 Marsh Wall, London E14 9SH, and whose registered number is 04797759;

CITIBANK N.A., LONDON BRANCH, whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, with registered number BR001018;

CLEARBANK LIMITED, whose registered office is at Level 29, The Gherkin, 30 St Mary Axe, London EC3A 8EP, and whose registered number is 09736376;

CLYDESDALE BANK PLC, whose registered office is at 30 St. Vincent Place, Glasgow G1 2HL and whose registered number is SC001111:

CREDEC LIMITED, whose registered office is at 31 Hill Street, London, England, W1J 5LS and whose registered number is 10821006;

ELAVON FINANCIAL SERVICES DAC, whose registered office is at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland and whose registered number in the UK is FC027535 and whose registered number in Ireland is 418442;

HSBC BANK PLC, whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 00014259;

HSBC UK BANK PLC, whose registered office is at 1 Centenary Square, Birmingham B1 1HQ and whose registered number is 09928412;

IPAGOO LLP, whose registered office is at One Aldgate, Aldgate, London EC3N 1RE and whose registered number is OC377842;

LLOYDS BANK PLC, whose registered office is at 25 Gresham Street, London EC2V 7HN and whose registered number is 00002065;

METRO BANK PLC, whose registered office is at One Southampton Row, London WC1B 5HA and whose registered number is 06419578;

MONZO BANK LIMITED, whose registered office is at 38 Finsbury Square, London, United Kingdom, EC2A 1PX and whose registered number is 09446231;

NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY, whose registered office is at 250 Bishopsgate, London EC2M 4AA and whose registered number is 00929027;

NATIONWIDE BUILDING SOCIETY, whose principal office is at Pipers Way, Swindon, SN38 1NW;

NORTHERN BANK LIMITED, whose registered office is at Donegall Square West, Belfast, BT1 6JS and whose registered number is R0000568;

SANTANDER UK PLC, whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN and whose registered number is 02294747;

SPECTRUM PAYMENT SERVICES LIMITED, whose registered office is at 3rd Floor Vintners Place, 68 Upper Thames Street, London, United Kingdom, EC4V 3BJ and whose registered number is 06268340;

STARLING BANK LIMITED, whose registered office is at 3rd Floor, 2 Finsbury Avenue, London EC2M 2PP and whose registered number is 09092149;

THE ACCESS BANK UK LIMITED, whose registered office is at 4 Royal Court, Gadbrook Way, Gadbrook Park, Northwich, Cheshire CW9 7UT and whose registered number is 06365062;

THE CO-OPERATIVE BANK P.L.C., whose registered office is at PO Box 101, 1 Balloon Street, Manchester M60 4EP and whose registered number is 00990937;

TRANSFERWISE LTD, whose registered office is at 6th Floor, Tea Building, 56 Shoreditch High Street, London E1 6JJ and whose registered number is 07209813;

TSB BANK PLC, whose registered office is at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH and whose registered number is SC095237;

TURKISH BANK (UK) LIMITED, whose registered office is at 84-86 Borough High Street, London SE1 1LN and whose registered number is 02643004; and

VIRGIN MONEY PLC, whose registered office is at Jubilee House, Gosforth, Newcastle Upon Tyne NE3 4PL and whose registered number is 06952311.

DEED OF CHARGE EXECUTION PAGES

The Security Trustee

For and on behalf of The Governor and Company of the Bank of England in its capacity as the Security Trustee

The common seal of

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

was hereunto affixed in the presence of:



Signature of authorised signatory



Name of authorised signatory



Signature of authorised signatory

KATHY MCCARTHY

Name of authorised signatory

EXECUTED as a DEED by ATOM BANK PLC acting by its attorney in the presence of Atom Bank PLC by its attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of DAND MCCARTHY director.	Chargors	
ATOM BANK PLC acting by its attorney in the presence of Atom Bank PLC by its attorney Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of Signature of Signature of ACCARTHY SDWARD TWOOD Y		
ATOM BANK PLC acting by its attorney in the presence of Atom Bank PLC by its attorney Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of Signature of Signature of ACCARTHY SDWARD TWOOD Y	EXECUTED as a DEED by	
in the presence of Atom Bank PLC by its attorney Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of Signature of EDWARD TWOOLY	- · · · · · · · · · · · · · · · · · · ·	
in the presence of Atom Bank PLC by its attorney Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and	acting by its attorney	
Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of DAVID MCCARTY EDWARD TWOODY		
Attorney Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of DAVID MCCARTMY EDWARD TWOODY	in the presence of	
Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of DAVID ACCARTAY EDUARD TWODY		
Attorney Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of DAVID ACCARTAY EDUARD TWODY	Atom Rank DIF by its attorney	
Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of	THEORY DUSTRY ED DY ILS GLOTTEY	
Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of		
Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of	olis per periodi i di tratta di transità di la compania di transità di la compania di la compania di la compan La compania di la co	
Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of		
Witness Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of	Witoroo	
Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of DAVID ACCARTRY EDUARD TWOODY	Acomey	
Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of DAVID ACCARTRY EDUARD TWOODY	o gyetti saadi. Digi ya taatii iya ta'a ka waxaa da a taa a taa a taa a ta'a a ta'a a ta'a a ta'a a ta'a a ta'	
Address: OR EXECUTED as a DEED by ATOM BANK PLC acting by and signature of Signature of DAVID ACCARTRY EDUARD TWOODY		
EXECUTED as a DEED by ATOM BANK PLC acting by and Signature of ACCARTHY EDUARD TWOODY	Witness	
EXECUTED as a DEED by ATOM BANK PLC acting by and Signature of ACCARTHY EDUARD TWOODY	Address	
EXECUTED as a DEED by ATOM BANK PLC acting by and signature of DAVID ACCARTRY EDVARD TWOODY	C No. 100 Name of the Control of the	
EXECUTED as a DEED by ATOM BANK PLC acting by and signature of DAVID ACCARTRY EDVARD TWOODY		
acting by and signature of signature of Signature of EDVARD TWODY	OR the second of the second of the second	
acting by and signature of signature of Signature of EDVARD TWODY		
acting by and signature of signature of Signature of Signature of Signature of		
signature of signature of DAVID MCCARTHY EDWARD TWODY		
DAVID MCCARTHY EDWARD TWODY		
DAVID MCCARTHY EDWARD TWODY		
	signature of	signature of
	DAVID MECGETHY	EDWARD TWODDY
	director	director/secretary

Chargors	
OR	
THE COMMON SEAL of	
was affixed to this deed in the presence of:) Common Seal
Signature of authorised person	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by	
ATOM BANK PLC) acting by	
in the presence of	
)	
Director	
Witness	

Address:

ENERGY TEN ALL BEEN L.	
EXECUTED as a DEED by	
BARCLAYS BANK PLC	
acting by its attorney	
in the presence of	

Barclays Bank PLC by its attorney	
The second secon	
SUMBER DUDE	
Marie Commission of the Commis	
Attorney	

Witness / Fr	
Witness LEE WALKER	
Address: Address:	
OR	
EXECUTED as a DEED by	
BARCLAYS BANK PLC	
acting by	
and	
And dight an and his his many above and distance which a new above to have get above a sector.	
signature of	signature of
The state of the s	
director	director/secretary

Chargors

Chargors	
ÖR	
THE COMMON SEAL of)	
BARCLAYS BANK PLC was affixed to this deed in)	Common Seal
the presence of:	
Signature of authorised person	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by	
BARCLAYS BANK PLC	
acting by	
in the presence of	
Director	
ga natitalistise insernasionistismaad manadiimmissidii (1997–1997) ja	
Witness	
Address:	

cnargors	
EXECUTED as a DEED by BARCLAYS BANK UK PLC acting by its attorney Simul Si	ANNER .
in the presence of HITESH (All	
Barclays Bank UK PLC by its atte	<i>me</i> y
Attorney	
Witness	
Address	
OR	
EXECUTED as a DEED by	
BARCLAYS BANK UK PLC	
acting byand	
signature of	signature of
director	director/secretary

kalanda kalanda kanan da kalanda kaland	iinigabkeskepkkkiiduk	de Anto Administrativa estra-	
Chargors	and the second of the	arija karta i	
and a sun of the sun o			
		figure in the terms	
OR THE STATE OF TH		tiga starting and	
THE COMMON SEAL of		1	
BARCLAYS BANK UK PLC			
was affixed to this deed in		· · · · · · · · · · · · · · · · · · ·	Common Sea
the presence of:		- }	
			and the control of the con-
Signature of authorised perso	M		
aginatur or anxilorisen berao	•		
÷			
Director			
Director			
Signature of authorised perso	n		
and the same of th			
<u> </u>			
Director/Secretary:			
Director/Secretary.			
OR			
EVERTITED DEED E	· · · · · · · · · · · · · · · · · · ·	tala et la tijtlig	
EXECUTED as a DEED by		All the same of the	
BARCLAYS BANK UK PLC)		
	· · · · · · · · · · · · · · · · · · ·		
acting by	· · · · · · · · · · · · · · · · · · ·		
)		
in the presence of	1		Mary Meyerse
in the presence of			
Tirtuite to the terms of the transfer of the t			Section of the
	alian and the second		
Tanaman menarah menarah dia arman dia penarah dia menarah dia menarah dia menarah menarah menarah menarah dia m	districtive .		
er and the second of the secon			
Director			
-10-17-2-2-3-3-3-3-3-3-1-1-1-1-1-1-1-1-1-1-1-1			
AATTALL MAN			
Witness			
A al alumana			

Chargors

EXECUTED as a DEED by BFC BANK LIMITED)	
acting by its attorney)	
in the presence of)	
)	
BFC Bank Limited by its attorney		
Attorney		
Witness		
Address:		
OR		
EXECUTED as a DEED by)	
BFC BANK LIMITED)	
acting by)	
and)	
signature of		signature of
director		director/cocretor/
unector		director/secretary

Chargors	
OR CONTRACTOR OF THE STATE OF T	
THE COMMON SEAL of	
SFC BANK LIMITED	
was affixed to this deed in	Common Seal
the presence of:	
Signature of authorised person	
Director	
Signature of authorised person	
Director/Secretary:	
EXECUTED as a DEED by	
BFC BANK LIMITED	
acting by	
and the street of the street o	
in the presence of	
Director MV5 MALIK	DAVID PRICE
	MINIM Drector
A Company of the Comp	
(1864)	

EXECUTED as a DEED by CITIBANK N.A., LONDON BRANCH acting by its attorney	
in the presence of	
Citibank N.A., LONDON BRANCH by its ottorney	
	treti Samuel-Ogbu
	Payments & Recaivables
Attorney	
Witness MELANIE MAZTIN	
Address: CGC CANAMOA SQUARE	CANARY WHARF LONDON E145LB
ÖR	
EXECUTED as a DEED by	
acting by)	
and	
signature of	signature of
signature of minimum minimum.	Signature of American control of the signature of the sig
director	director/secretary

Chargors	
OR	
THE COMMON SEAL of	
CITIBANK N.A., LONDON BRANCH	
was affixed to this deed in) Common Seal
the presence of:	
Signature of authorised person	
man Bernard and a constitution for the formation of the constitution of the constituti	
issumment in the control of the cont	
Director	
Signature of authorised person	
Director/Secretary:	
The ctory secretary.	
OR	
EVECUTED as a DEED by	
EXECUTED as a DEED by CITIBANK N.A., LONDON BRANCH)	
acting by	
)	
in the presence of	aretreagear The following to the fire after the state of
vivia	
Director	
ander og til state er en fra en er en fra ett er en en fra e En en	
e. Nomination of the contract	
Witness	
Address:	

Chargors	en tystetia transparationiste om trepti proper om trepti propertie trake interfaction propertie in interfact, Trake om trake om tr
EXECUTED as a DEED by	
CLEARBANK LIMITED:	
acting by its attorney ()	
, which is a suppression of the state of th	
in the presence of	
() () () () () () () () () ()	
Clearbank Limited by its attorney	
า เกาะเกาะเกาะเกาะเกาะเกาะเกาะเกาะเกาะเกาะ	
Attorney	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
acting by Onor 18 MYMONUS and Phone House	
acting by ONO 11141 (MU)	
and PNULP House	
	Oliver IV.
signature of Charles McManus	signature of PNILIP HOUSE
	The state of the s
director	director/secretary
	process that the process of the constant of the second fit the process of the second second

Chargors	inineli ienepėjė begarantinis Parto 1860 m. polity		
OR			
THE COMMON SEAL of			
CLEARBANK LIMITED			
was affixed to this deed in	y	Common Seal	
the presence of:	ý		
Signature of authorised person			
Director			
ADIRECTOR			
Signature of authorised person			

Director/Secretary:			
OR			
EXECUTED as a DEED by	Y		
CLEARBANK LIMITED			
acting by	ÿ		
	\mathbf{j}		
in the presence of)		
)		
- talannita dilamana manandani manana tituan di talah di talah (1997). Talah			
Director			
The state of the s			
Witness			
Address:			

Chargors

EXECUTED as a DEED by CLYDESDALE BANK PLC acting by its attorney MARICCURRAN COUNT WADDRIC in the presence of Park DASNALL	Drectur	
Clydesdale Bank PLC by its attorney		
Attorney		
Witness PAUL DAGNACE		
Address: 40 ST VINCOUT PLACE		
GURSOW, GTZAL		
OR		
EXECUTED as a DEED by CLYDESDALE BANK PLC		
acting by		
and)	
signature of	signature of	**********
director	director/secretary	

Chargors	
OR	
THE COMMON SEAL of CLYDESDALE BANK PLC was affixed to this deed in the presence of:))) Common Seal)
Signature of authorised person	
manananiomananiimaniinainaniimaniimanii	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by CLYDESDALE BANK PLC acting by	
in the presence of	
Director	
Witness	
Address.	

Chargors	
	Material Committee of the Committee of the The Committee of the Comm
EVERTITED AS A BEEN L.	
EXECUTED as a DEED by CREDEC LIMITED	
acting by its attorney)	
in the presence of	
otaneasti ossaturativateesti ettävatteisen atoetteis aportivat	
Credec Limited by its attorney	
wereeren on or our manifester transmission of the contract of	
Attorney	
i pod tra anomini, ki sa mini ka kina i kani kani kina awa kanana ana kanana kina ani ka mana ani ka mana ani Tangan kanana ani kana	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
CREDEC LIMITED	
acting by AN NEYNEU	
and CF CADIG	
signature of A.A. METMUL	signature of
signature of	signature of
director	director/secretary

Chargors	
And the state of t	
OR	
THE COMMON SEAL of	γ . The γ
CREDEC LIMITED	
was affixed to this deed in) Common Seal
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
the presence of:	er el el como de la co
Signature of authorised person	
me for an	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by)
CREDEC LIMITED	}
	`
acting by	$I_{ m constant}$
)
in the presence of	Y
manimum manimum and a state of the state of)
Director	
i daga kepada kang beragangan dan dikeran dalah di kebalian di kecamatan dan dan dan dalah di di di di di di d Barangan dan di	
Witness	
	the contract of the contract o

Address:

Chargors	
roper then were C.	
EXECUTED as a DEED by	
ELAVON FINANCIAL SERVICES DAC	
acting by its attorney	
June 1	
in the presence of	
Elavon Financial Services DAC by its attorney	
enson interest act area nue of its arcount	
Attorney	
· · · · · · · · · · · · · · · · · · ·	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
ELAVON FINANCIAL SERVICES DAC	
acting by	
and)	
signature of	signature of
	The state of the second
director	director/secretary

yahadiya apiya tabata a iyo goo yiyo diga iyo daada baayya baaliyiya a habiya haga baliiba ahaa ahaa ahaa baab	ikan kalan da kan mangan palikak ilang menanak kan dinagan pagban beragian bahan pangan ber
Chargors	
OR	
THE COMMON SEAL of) ELAVON FINANCIAL SERVICES DAC)	
was affixed to this deed in) the presence of)	Common Seal
Signature of authorised person	
Director	
Signature of authorised person	
Director/Secretary:	
ÖR	
EXECUTED as a DEED by ELAVON FINANCIAL SERVICES DAC)	
acting by	
in the presence of	
Director	
Witness	
Äddress:	

Chargors	
EXECUTED as a DEED by	
HSBC BANK PLC	
acting by its attorney	
in the presence of the second	

HSBC Bank PLC by its attorney	
Real Control of the C	
Attorney	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
HSBC BANK PLC	
acting by)	
and)	
signature of	signature of
And to the test of	
Authorised Signatory	Authorised Counter Signatory

Chargors	
OR	
THE COMMON SEAL of	
HSBC BANK PLC	
was affixed to this deed in) the presence of:	Common Seal
the presence of.	
Signature of authorised person	
Authorised Signatory	
Signature of authorised person	
in the second se	
Authorised Counter Signatory:	
	e i prototo e i male pre la prototo de la La companya di Santa de la companya di Santa de la companya di Santa di Santa di Santa di Santa di Santa di S
(N)	
EXECUTED as a DEED by	
HSBC BANK PLC	
acting by	
in the presence of	
portion and the state of the st	
en e	
Authorised Signatory	
Witness	
Address	

٠.,.	Chargors					·
٠.,						
٠.,		e transpirate				and the second
	والتوليس يتواليا المراجع وسراسوا والموارسوان					
	EXECUTED as a DEED by	1. 14 a a 19				
j.	HSBC UK BANK PLC)				31.5°
	acting by its attorney)				
	acting by its attorney	,				
	· · · · · · · · · · · · · · · · · · ·					
	in the presence of Sive of TAYLAN	1				Section.
	SINGO Y LITTLE CONTRACT)				
						in et at et
	HSBC UK Bank PLC by its attorney					
'						tatat et elek
- 1	Attorney					
	Witness					State of
. '	- AAITUG22					er de la cris
	.Address:					
	OR CONTRACTOR OF THE STATE OF T					
٠, ١	production of the second of th					1000
1,1	EXECUTED as a DEED by	1				
100	HSBC UK BANK PLC)				
	acting by)				
	and	1				
	signature of	$\{(x,y)^{2},\dots,(x,y)^{2}\}$	C 8 27 67 Ch &	ure of		
٠	ा चन्य हुन् हे हे क्या फिल्फी हैं कि फिल्फि के एक प्रकार करने सोक्षेत्र करने को	tareta (1999)	31211a/	. 1881 166 1678 பெரும் நடித்த சகர் சகக	। या चन विकास का का का विवेद हैं।	16266
		1 1			254.254	
	with a common continuous contribution of the c				rainina a a termana di kang ka	avere i j
	Authorised Signatory		Author	rised Counter Sign	atory	*

Chargors	
ÖR	
THE COMMON SEAL of)	
HSBC UK BANK PLC	
was affixed to this deed in)	Common Seal
the presence of:	
Signature of authorised person	
Authorised Signatory	
Additionsed Signatury	
Signature of authorised person	
Authorised Counter Signatory:	
OR	
EXECUTED as a DEED by	
HSBC UK BANK PLC	
acting by	
)	
in the presence of	
i territaria de la compositiva de la c Decembra de la compositiva de la compo	
Authorised Signatory	
Witness	
Address:	

Chargors				
				$\{x_1, x_2, \dots, x_{n-1}^{n-1}\}_{n=1}^n$
EXECUTED as a DEED by	γ			
IPAGOO LLP				
acting by its attorney				
	,			
in the presence of				
)			
Arrange Manager Commence				
ipagoo LLP by its attorney				
Attorney				
talana (n. 1916). Talana				
Witness				
Address:				
OR				
EXECUTED as a DEED by	Y			
IPAGOO LLP				
acting by				
and	}			
signature of		signature of		*****
		*************		neses elles escri-
director		director/secretary		
			44.5	

Chargors	
ÖR	
THE COMMON SEAL of	
IPAGOO LLP was affixed to this deed in) Common Seal
the presence of:) Common Sear
Signature of authorised person	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by) IPAGOO LLP)	
acting by CARLOS SANCHEZ	
in the presence of () () () () () () () () () () () () ()	

Director	
Miles	
Witness C. C. CHENNES Address: ONE ALDGATE, ALDGATE	
UNDON BEZNIRE	

Chargors	
runniger of the service of the servi	
EXECUTED as a DEED by LLOYDS BANK PLC	
acting by its attorney BENZ	
in the presence of	
JPC NOXE	
Lloyds Bank PLC by its attorney	
Attorney	
AND SOME PARTY OF THE PARTY OF	
description is the contessed of the contest of the	
enterente de la companya de la comp La companya de la co	
Witness	
Address: 33 OLD GROAD STREET	
man on Deor of orc.	
OR	
EXECUTED as a DEED by	
LLOYDS BANK PLC	
acting by	
200 as a second program of the control of the contr	
signature of	signature of
	s publicamentations are all their following live tributes are consistent as
director	director/secretary

Chargors			
OR			
THE COMMON SEAL of)		
LLOYDS BANK PLC	}		
was affixed to this deed in)	Common Seal	
the presence of:	· · · · · · · · · · · · · · · · · · ·		
Signature of authorised person			
signature or authorised person			
en. Selterenter variable la la la la companya de la com	and with transit		
Director			
Signature of authorised person			
 Stern mercegen (1900 margaren en e			
Director/Secretary:			
OR			
evenimes and series			
EXECUTED as a DEED by LLOYDS BANK PLC	\ \ \		
acting by			
)		
in the presence of)		
)		
Autoritiens in de la commentation de la commentatio	(Ariesania		
Director		antangan Patentan Sebesah I. Jahan Beraha Jahan Beraha	
ventressividences i recreationes biological activities en establishes	•		
Witness			
withess			
Address:			
			een ja tiiteaasea

Chargors	
EXECUTED as a DEED by	
METRO BANK PLC	
acting by its attorney	
acting by its action may	
in the presence of	
Topogramman managaring and the state of the	
talisa di Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn	
Metro Bank PLC by its attorney	
Attorney	
<u> Jamettumilisetusillisitteensällikuussaassa siirittisenkiseenli</u> seet ja ja 1960 kun ja 19	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
METRO BANK PLC	
acting by	
_and	
signature of	signature of
al Britaini e of	
David Alden	Crag Donaldson
director	director/secretary

Chargors			
OR			
THE COMMON SEAL of METRO BANK PLC was affixed to this deed in the presence of:)	Common Seal
Signature of authorised person			
Director			
Signature of authorised person			
Director/Secretary:			
OR			
EXECUTED as a DEED by METRO BANK PLC acting by)		
in the presence of			
Director			
Witness			
Addrocci			

Chargors	
EXECUTED as a DEED by	
MONZO BANK LIMITED	
acting by its attorney	
, , , , , , , , , , , , , , , , , , ,	
in the presence of	
in the presence of	
and the second contraction of the second second The second se	
Monzo Bank Limited by its attorney	
en e	
Attorney	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
MONZO BANK LIMITED	
acting by)	
and)	
signature of	signature of
mariimanimanimanimanimanimanimanima	There are a second and the second an
director	director/secretary
	the control of the co

Chargors	
OR	
THE COMMON SEAL of	
MONZO BANK LIMITED	
was affixed to this deed in) the presence of:	Common Seal
Signature of authorised person	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by	
MONZO BANK LIMITED) acting by	
ISM BLOMFIELD	
in the presence of	
Janes Geny	
Director	
Witness	
Address:	group II. geografia semenja 1900. U Meja separa 1901. Programa na segara 1905. U Meja sempa 1906. U Meja se

	Chargors	
	EXECUTED as a DEED by	
	NATIONAL WESTMINSTER BANK PUBLIC	
	LIMITED COMPANY	
	acting by its attorney	
	MARION KING	
	in the presence of	
	VICTORIA PECHE	
	and the second of the second o	
	National Westminster Bank Public	
	Limited Company by its attorney	
	Attorney	
	allegi, van dipolitika i karangar ya kendikana karangar karangar karangar. Manangar pengangan karangar karangar pengangan karangar karangar karangar karangar karangar karangar karangar	
	Barrat I a second a	
	Witness	
	Address:	
	Contraction and approximation of the Contraction	
	OR THE STATE OF TH	
	EXECUTED as a DEED by	
	NATIONAL WESTMINSTER BANK)	
	PUBLIC LIMITED COMPANY	
	acting by	
	and	

	signature of	signature of
		യാളുള്ള മായന ശായവ സം. ഡാത - ଖଣ୍ଡଣ ଅଟଣ ଅଟଣ ବଣ ବଣ ବଣ ବଣ ଅଟଣ ଓ ଜଣ ଓ ଉଟଣ ଓ ଜଣ ଓ
	director	director/secretary
and the second to the first		

Chargors				
OR				
THE COMMON SEAL of NATIONAL WESTMINSTER BANK)		
was affixed to this deed in the presence of:)	Common Seal	
Signature of authorised person				
Director				
Signature of authorised person				
Director/Secretary:				
OR				
EXECUTED as a DEED by NATIONAL WESTMINSTER BANK)			
PUBLIC LIMITED COMPANY acting by) . } .			
in the presence of)			
Director				
Witness				
Address:				

Chargors	n and a second of the second o	andra de la companya	and a second contract of the second contract	e de la compaña de la comp La compaña de la compaña d
₩.				
EXECUTED as a DEED by	}			
NATIONWIDE BUILDING SOCIETY	}			
acting by its attorney	· · · · · · · · · · · · · · · · · · ·			
)			
in the presence of)			
)			
Nationwide Building Society by its attorney	Ž.			
is mer an management and control in				
Attorney				
Witness				
AAIRI1622				
Address:				
OR				
EXECUTED as a DEED by	1			
NATIONWIDE BUILDING SOCIETY	}			
acting by)			
and)			
signature of		signature of		
Dismostanti antici di manta di Malianti antica di antica di manta di Malianti antica di manta di Malianti di M		ta de la companya de		
· · ·				eninereiner:
director		-director/secreta	У	

THE COMMON SEAL of NATIONWIDE BUILDING SOCIETY was affixed to this deed in by order of the feed of the presence of: Signature of authorised person 7.34 Signature of authorised person EXECUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of Director Witness	Chargors			
THE COMMON SEAL of NATIONWIDE BUILDING SOCIETY Was affixed to this deed by by order of the foreign of the presence of: It the presence of: Signature of authorised person 7341 bignature of authorised person Prector/Secretary: OR EXECUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of Director				
NATIONWIDE BUILDING SOCIETY was affixed to this deed in by order of the hourd of) it the presence of: Signature of authorised person 7.341 Signature of authorised person RECOUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of Director	OR			
Signature of authorised person Fignature of authorised person OR EXECUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of	217 401 4 2012 1 20 2 2 2 2 2 1 1 2 2 2 2 2 2 2 2	Board of) Directory)	Common Seal	
Director Director Director Director				
Director/Secretary: OR EXECUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of				7341
EXECUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of Director	Signature of authorised person			
EXECUTED as a DEED by NATIONWIDE BUILDING SOCIETY acting by in the presence of Director	Mrector/Secretary			
NATIONWIDE BUILDING SOCIETY acting by in the presence of Director	OR			
in the presence of) Director	NATIONWIDE BUILDING SOCIETY)		
Director)		
	in the presence of			
Witness	Director			
	Witness			
er 				

	Cital gors		4.4				er en	
			$\{(x_i, x_i), (x_i)\}$					******
	EXECUTED as a DEED by		Y					
		weight.	} - √1 - 11 - 1					
	NORTHERN BANK LIMITED);;;;;;		ere e Tijnelijn			
	acting by its attorney)				and the second	
			}					
	in the presence of		,				eleterine.	
					$x_{i}+x_{i}^{2$		4.30	
	Constant to the contract of th		}					
****	Burgara Barangan Bar					er territoria. Granda esta de la composição de la composiç		
terile.	Northern Bank Limited by its attorney					Age to age		
					ere die indi			
12.5		ere er ege						
				ta tradición				in a star
	 โดยสาราสาราสาราสาราสาราสาราสาราสาราสาราสาร				file in the file			
	the control of the co							
	Attorney							
1.14	3 6 8 Maria (2012)			e die Geral	to the transfer of			
	Witness							1.17
								1999
	Address:	-111111						
		1000						
								in the s
	OR	Terrent						
	* **							ng tropin Kabupatèn
		, entre pe						
12828	EXECUTED as a DEED by)					
	NORTHERN BANK LIMITED)					. 1 1
	acting by)					
1.			ž					4.4
	and	11,000	}					

	signature of			signature	of		3 0 1 2 0 0 3 2 2 4 4 9 00000000000	•
teget i			ej estie					
1			4.4					
4	director	1472		director/se	acrot any			
	Auto Contraction of the Contract			Gireceon) 30	scrotary			
					See Land			
jir						AND CONTROL OF THE PARTY OF THE	18 ·	et etelle
. 14.24					And the second		interest.	
			4 Teles				Party and	
			4.2 °.2					
							111	erent je
			400		San San San			
*** . *						er in the end of	11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
				Tarte Letter Lett				
		4. 1111		Te te de la capación. La companyación				
							en de la Novembre de la companya	
ere General								i sa sente

Chargors		
OR		
THE COMMON SEAL of NORTHERN BANK LIMITED was affixed to this deed in the presence of:)))	Common Seal
Signature of authorised person		
Director Signature of authorised person Director/Secretary:		
OR .		
EXECUTED as a DEED by)	
acting by	·) · · · · · · · · · · · · · · · · · ·	
in the presence of))	
Director		
Witness		
Address:		

EXECUTED as a DEED by	
SANTANDER UK PLC	
acting hy its attorney	
GBERT WHITE	
in the presence of MICHAL CORSKI	
. And in the desire of the consense of the con	
Cambridge 1316 Bl C his its attendance	
Santander UK PLC by its attorney	
Attorney	
Accorney	
Witness	
Witness	Sinn Property rolace London NUI 3AW
Witness Address: SANTANDER UK, 2 TRITON SO	QUARE, Regent's poloce, London NUI 3AN
Witness Address: SANTANDER UN, 2 TRITON SO	QUARE, Regent's poloce, Lonolon NUI 3AN
Witness Address: SANTANDER UK, 2 TRITON SO	quare, Regent's poloce, London Nul 3AN
Address: SANTANDER UN, 2 TRITON SO	quare, Regent's joloce, London NUI 3AN
Witness Address: SANTANDER UN, 2 TRITON SO	SUARE, Regent's joloce, Lonolon NUI 3AN
Address: SANTANDER UN, 2 TRITON SO	quare, Regent's jolace, Lonolon Novisau
Address: SANTANDER UN, 2 TRITON SO OR EXECUTED as a DEED by	QUARE, Regently jolace, Lonolon NUI 3AN
Address: SANTANDER UN, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC	quare, Regently poloce, London Norsan
Address: SANTANDER UNC, 2 TRITON S G OR EXECUTED as a DEED by SANTANDER UK PLC acting by	quare, Regently poloce, Lomoton Not 3Au
Address: SANTANDER UN, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC	quare, Regent's joloce, Lonolon Novi 3AN
Address: SANTANDER UNC, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC acting by and)	
Address: SANTANDER UNC, 2 TRITON S G OR EXECUTED as a DEED by SANTANDER UK PLC acting by	SUARE, Regent's jolece, London Novi 3AN
Address: SANTANDER UNC, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC acting by and signature of	signature of
Address: SANTANDER UNC, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC acting by and signature of	signature of
Address: SANTANDER UNC, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC acting by and signature of	signature of
Address: SANTANDER UNC, 2 TRITON SO OR EXECUTED as a DEED by SANTANDER UK PLC acting by and signature of	signature of

Chargors

	terteren erali derekti kilorerala lilakila allantar eraktika er
Chargors	
OR	
THE COMMON SEAL of)
SANTANDER UK PLC	
was affixed to this deed in) Common Seal
the presence of:	The second secon
Signature of authorised person	
	litte en elitikaterateri, interatet
Director	
Director	
Signature of authorised person	
Summan unique de la constitució de la constituci	
Director/Secretary:	
OR	
EXECUTED as a DEED by)
SANTANDER UK PLC	
acting by	
\$1.000 p. 1.000 p. 1)
in the presence of	
In the presence of	
The street and the st	
THE CONTROLLED BY A CONTROL CO	
Director	
ng apag dan penggangangan dan dan dan dan panggan berandan penggan berandan berandan dan dan dan dan dan dan d Terminan	
Witness	
Address:	
AUGICOS.	

	rgo	

EXECUTED as a DEED by SPECTRUM PAYMENT SERVICES LIMITED acting by its attorney		
in the presence of		
Spectrum Payment services Limited by its attorn	ey	
Attorney		
Witness		
Address		
OR		
EXECUTED as a DEED by SPECTRUM PAYMENT SERVICES LIMITED acting by PIRECTOR and DIRECTOR)		
signature of .	signature Specifical S	20-SAYINC

Chargors	
OR	
THE COMMON SEAL of	
SPECTRUM PAYMENT SERVICES LIMITED)	
was affixed to this deed in	Common Seal
the presence of:	volimiton scat
the presence of.	
Signature of authorised person	
and the same of th	
Director	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by	
SPECTRUM PAYMENT SERVICES LIMITED)	
acting by	
)	
in the presence of)	
)	
Director	
Director	
Witness	
Address:	

Chargors	
EXECUTED as a DEED by	
STARLING BANK LIMITED	
acting by its attorney	
In the presence of	
er Hermann States, et som skulpt blad states og skulpter for til states og skulpter for til states og skulpter fo	
Starling Bank Limited by its attorney	
\$	
Attorney	
Witness	
Address:	
OR	
EXECUTED as a DEED by	
STARLING BANK LIMITED	
acting by Tony Ellungham) and Anny Boden	
d10.13. W. W	
signature of si	gnature of
Tony Edungham	tine Boden
director	rector/cockery

Chargors	
OR	
THE COMMON SEAL of STARLING BANK LIMITED	
was affixed to this deed in	Common Seal
the presence of:	
Signature of authorised person	
assistance of antion per become	
Director	
Signature of authorised person	
Director/Secretary:	
ÖR	
EXECUTED as a DEED by	
STARLING BANK LIMITED	
acting by	
in the presence of	
and the state of t	
Director	
Witness	
Address:	

	Chargors
٠.	
•	EXECUTED as a DEED by
	THE ACCESS BANK UK LIMITED
	acting by its attorney
	in the presence of the control of th
	· annumentum tum tum tum tum tum tum tum tum tum
	The Access Bank UK Limited by its attorney
	Attorney
	Witness
	anderes de la companya de la compan Address:
	p address: The control of the contr
	ting in the state of the state
	TVTC11TCN ac a NCCN kee
٠.	EXECUTED as a DEED by
	THE ACCESS BANK UK LIMITED
	acting by VAMIC S. M. LONOS and SEAN MCKANGREN
e.	
	Signature of JANIE STREAMEN SIGNATURED SEAN MCLANGUCK
	Signature V Santa Control of the Con
	director director/secretary

Chargors					
OR					
THE COMMON SEAL of THE ACCESS BANK UK I	IMITED) · · · · · · · · · · · · · · · · · · ·		
was affixed to this deed) C	ommon Seal	
the presence of:			. 1		
Signature of authorise	d person				
Director		 .			
Signature of authorise	d person				
	The second se				
Director/Secretary:					
OR					
EXECUTED as a DEED by THE ACCESS BANK UK L acting by	.IMITED))			
in the presence of	**************)			
in the presence of	and the second section of the second second				
etimanian satiraktii nakii wakii	and bear at the bear as a second	•			
Director					
4 kirayya ya kataka		•			
Witness					
Address:					

Chargors	
EXECUTED as a DEED by	
THE CO-OPERATIVE BANK P.L.C.	
acting by its attorney	
in the presence of	
The Co-operative Bank p.l.c. by its attorney	
en de la composition de la composition La composition de la	
Teathers and the control of the cont	
Attorney	
en jaron kan jaron kan protesti kan jaron kan jaro Jaron kan jaron kan j	
Witness	
Äddress	
OR	
EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C.	
acting by	
and	
signature of	signature of
	orthologic 1988 - Marian Marian, ann an Aireann an Aireann ann an Aireann an Aireann an Aireann an Aireann an Aireann an
Authorised Signatory	Authorised Counter Signatory

Chargors OR THE COMMON SEAL of					
THE COMMON SEAL of THE CO-OPERATIVE BANK P.L.C. Was affixed to this deed in the presence of: Signature of authorised person Authorised Senatory Onco and Assistant Authorised Counter Signatory OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness	Chargors				
THE COMMON SEAL of THE CO-OPERATIVE BANK P.L.C. was affixed to this deed in the presence of: Signature of authorised person Authorised Signature of authorised person Authorised Counter Signatory OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness					
THE COMMON SEAL of THE CO-OPERATIVE BANK P.L.C. was affixed to this deed in the presence of: Signature of authorised person Authorised Signature of authorised person Authorised Counter Signatory OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness					
THE COMMON SEAL of THE CO-OPERATIVE BANK P.L.C. was affixed to this deed in the presence of: Signature of authorised person Authorised Signature of authorised person Authorised Counter Signatory OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness	OR				
Was affixed to this deed in Common Seal Signature of authorised person Authorised Signature of authorised person Authorised Counter Signature OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director		aka 1990 a terbe. Jean aktar 1994 e te			
was affixed to this deed in					
Signature of authorised person Authorised Signature of authorised person Authorised Counter Signatory OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness	· · · · · · · · · · · · · · · · · · ·		A SECTION OF SECTION	, m Caal	442.00
Authorised Signature of authorised person Signature of authorised person Authorised Counter Signator OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of) ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	o €31 €	
Authorised Signature of authorised person. Authorised Counter Signatopy. DR EXECUTED as a DEED by INTERCO-OPERATIVE BANK P.L.C. acting by In the presence of Intercord Director. Witness					
Authorised Counter Signatory. OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of	Signature of authorised person				
Authorised Counter Signatory. OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of		A 1			
Authorised Counter Signatory. OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness	Authorised STERRICH SOFT CONDING	E/<25/3			
Authorised Counter Signatory. OR EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of	enderge wagers				
EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness	Signature of authorised person				
EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness	and the second s				
EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by n the presence of) Director Witness	Authorised Counter Siznatore				
EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness					
EXECUTED as a DEED by THE CO-OPERATIVE BANK P.L.C. acting by In the presence of Director Witness					
THE CO-OPERATIVE BANK P.L.C. acting by n the presence of Director Witness	OR CONTRACTOR OF THE CONTRACTO				
THE CO-OPERATIVE BANK P.L.C. acting by n the presence of Director Witness	TVEČITED 222 DEFNIK.				
n the presence of) Director Witness					
n the presence of) Director Witness	the control of the co				
Director Witness	······································	\mathbf{i}			
Director Witness	n the presence of)			
Vitness			janina jitan hili ja lahan. Tanggara		
Vitness	anta de transferior de la companya de la companya Esta de la companya				
Vitness					
	Director				
	and the second of the second o				
	a esta de la compositoria de la co Contra la compositoria de la compo				
Address	Vitness				
Address:					
	Address:				
		manager and the second	rage englished in the State		

		44.5		Mary State of	أعليه والإراج والمتابية
			gere geen til grad		
	Character in the				
	Chargors				
100					
	EXECUTED as a DEED by				
	TRANSFERWISE LTD	· ,			
	acting by its attorney	.,			
	acting by its attorney				
	in the presence of				
	The same production of the same same and the same same same same same same same sam	Υ			
	Transferwise Ltd by its attorney		Secretary of		
	sequence is a contained and a sequence of the contained and the co				
	The Residence of the Control of the				
	Attorney				
	Witness				
	Address:				
	OR				
	EXECUTED as a DEED by				
	TRANSFERWISE LTD				
	acting by)			
	and	.)			
	signature of ALESTO MAHAANN		signature (W JAMET	MANAGUS
	we have the second to the second seco			wa xxvoqeddaananaa	***************************************
et in the	director		director/se	cretary	

Chargors	
OR	
VX.	
THE COMMON SEAL of	γ
TRANSFERWISE LTD	
was affixed to this deed in	Common Seal
	State Control
the presence of:	general Maria Germania
Signature of authorised person	
frest to the property of the state of some as the state of the state o	
· careeran national transferring the contract of the contract	
Director	
Director	
Signature of authorised person	
Alemania in the control of the contr	
Director/Secretary:	
the first the tenth that is a final tenth to the tenth of	
OR	
VK	
EXECUTED as a DEED by	
The state of the s	
TRANSFERWISELTD	
acting by	
and the second state of the second se	
in the presence of	·)
the sentence of the sent of th	
The control of the co	

Director	
war was a more fall to a so reason was the first best of a water to be desired by the second of the	
Witness	
exilenced and an extra control of the control of th	

Address:

Chargors	
EXECUTED as a DEED by	
TSB BANK PLC) acting by its attorney)	
in the presence of	
TSB Bank PLC by its attorney	
sub pure race by as accoming	
Attorney	
tanin manakan manakan manakan menangan menangan menangan menangan menangan menangan menangan menangan menangan Penangan menangan me	
Witness	
Address:	
OR	
EXECUTED as a DEED by TSB BANK PLC acting by Two DVECTORS	
apd)	
signature of	signature of
RICHARD LIEBDINGS	MACPH CONTES
director	director/secretary

tata kanata tangka sampang tangga pada begia pengana dan pengga kelaluk kelasa seperasi. Pilanggan	dalan pada dalah dalah baran beragai per
Chargors	Control of the state of the state of
	ale el la transferación de el el como de
OR	
THE COMMON SEAL of	
TSB BANK PLC)
was affixed to this deed in) Common Seal
	1
the presence of:) in the second
Signature of authorised person	
್ಷಾಣ್ಣ ಕ್ಷಾಣ್ಣ ಪ್ರಭಾವಣ ಪ್ರಕ್ಷಾಣ ಗ್ರಾಮ ಪ್ರಸ್ತಿಗಳ ಕ್ರೀ ಗ್ರಾಮ ಪ್ರಶ್ನಿಗಳ ಸ್ವಾಮ್ ಸ್ಥಾನಿಗಳ ಪ್ರವರ್ಷ ಸ್ವಾಮ್ ಸ್ಥಿತಿಗಳ ಸ ಪ್ರಶ್ನಿಸಿಕ ಪ್ರತಿಸಿದ್ದ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗಳ ಸ್ಥಿತಿಗ	
Director	
. Office Co.	
Signature of authorised person	
n vadannattiin agaagaa aagaat maa aadi araa aadi araa aa kaan aan aa	
Director/Secretary:	
OR	
EXECUTED as a DEED by)	
TSB BANK PLC	
acting by	
)	
in the presence of	
in the presence of all the second sec	
rangan dan kalangan dan kalangan Banggan dan kalangan dan kalanga	
Director	
Witness	

Address:

Chargors	
EXECUTED as a DEED by	
TURKISH BANK (UK) LIMITED	
acting by its attorney	
in the presence of	
· · · · · · · · · · · · · · · · · · ·	
Turkish Bank (UK) Limited by its attorney	
various potacious invigoranting provincia is a superior provincia in the contraction of t	
Several of the control of the contro	
Attorney	
tumalristolismaasiaasialollaalastariontalista ja tuolista ja tuolista ja tuolista ja tuolista ja tuolista ja t	
en e	
Witness	
Address:	
Address.	
OR	
EVECUTED AS A DEED LO	
EXECUTED as a DEED by	
TURKISH BANK (UK) LIMITED	
acting by)	
and were introduction to the control of the state of the	
signature of	
signature or server ser	signature of
e. Manganan Militari da siyanan dikaban kata sa	
director	director/secretary

Chargors	
OR	
THE COMMON SEAL of	
TURKISH BANK (UK) LIMITED	
was affixed to this deed in	Common Seal
the presence of:	
Signature of authorised person	
ta. Hannitalinikkanitaan ilisan kantillilinian kantillilinia (h. 1887).	
Director	
ration of the control	
Signature of authorised person	
Director/Secretary:	
OR	
EXECUTED as a DEED by	
TURKISH BANK (UK) LIMITED	
acting by	
in the presence of (MS OVA NEWS)	
Man Man Mark W. Gerlin Commencer (1981)	
	از کار محمد محمد آن محمد محمد کار از محمد کار می است. مراکز از روز کار در این محمد محمد کار در از می از می از می این از می از می از می است.
Director	
Witness	
MAIRITE 22.	
Address: 84-86 BOADUGH HIGH 57	
LONDON SEI IZN	

Chargors	en 1940 eta 1951 eta 1960 eta Bilitarren 1960 eta
EXECUTED as a DEED by	
VIRGIN MONEY PLC	
MARK OURRAN COUN WASSOCK	
n the presence of	
Virgin Money PLC by its attorney	

Attorney Drue SAGNALL Witness 40 ST VINCENT PLACE Address: GWASGON, GIZHL OR EXECUTED as a DEED by VIRGIN MONEY PLC acting by and..... signature of signature of director director/secretary