



Registration of a Charge

Company name: **HSBC BANK PLC**

Company number: **00014259**



X816PD6P

Received for Electronic Filing: **13/03/2019**

Details of Charge

Date of creation: **01/03/2019**

Charge code: **0001 4259 0080**

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.**

Certified by:

TRAVERS SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14259

Charge code: 0001 4259 0080

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st March 2019 and created by HSBC 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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEED OF CHARGE

DATED 1 MARCH 2019

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
1 FEBRUARY**

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THIS DEED is dated 1 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"

means the FPS Accounts Agreement dated ^{1 FEBRUARY} ~~January~~ 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 (*Charge*));
 - (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, Loughinstown, 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

John Footman

Name of authorised signatory



Signature of authorised signatory

KATHY MCCARTHY

Name of authorised signatory

Chargors

EXECUTED as a DEED by)
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
DAVID MCCARTHY
director

signature of
EDWARD TWIDDY
director/secretary

Chargors

OR

THE COMMON SEAL of	)	
ATOM 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	)
ATOM BANK PLC	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

Address:

Chargors

EXECUTED as a DEED by)
BARCLAYS BANK PLC)
acting by its attorney)
[REDACTED])
in the presence of)
[REDACTED])
Barclays Bank PLC by its attorney

SAMUEL OUBET

Attorney

Witness LEE WALICKER

Address: [REDACTED]

OR

EXECUTED as a DEED by)
BARCLAYS BANK PLC)
acting by)
and)

signature of

director

signature of

director/secretary

Chargors

OR

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

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
BARCLAYS BANK UK PLC)
acting by its attorney)
..... SIMON SKINNER)
in the presence of)
..... HITESH CHILAYA)

Barclays Bank UK PLC by its attorney

.....
[Redacted Signature]

Attorney
.....
[Redacted Signature]

Witness

Address: [Redacted]

OR

EXECUTED as a DEED by)
BARCLAYS BANK UK PLC)
acting by.....)
and.....)

signature of
.....
director

signature of
.....
director/secretary

Chargors

OR

THE COMMON SEAL of)
BARCLAYS BANK UK 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 UK PLC)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

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

.....

director

signature of

.....

director/secretary

Chargors

OR

THE COMMON SEAL of
BFC 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
BFC BANK LIMITED
acting by

in the presence of:

[Redacted Signature]

Director

MUS MALIK

[Redacted Signature]

DIRECTOR

[Redacted Signature]

DAVID PRICE

[Redacted Signature]

Director

Witness

Address

Chargors

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 attorney

.....

Ireti Samuel-Ogbu

Payments & Receivables

Attorney

.....

Witness *MELANIE MARTIN*

Address: *CQC CANADA SQUARE CANARY WHARF LONDON E14 5LR*

OR

EXECUTED as a DEED by)
CITIBANK N.A., LONDON BRANCH)
acting by.....)
and.....)

signature of

signature of

.....
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

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by	)
CITIBANK N.A., LONDON BRANCH	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

Address:

Chargors

EXECUTED as a DEED by)
CLEARBANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Clearbank Limited by its attorney

Attorney

Witness

Address:

OR

EXECUTED as a DEED by)
CLEARBANK LIMITED)
acting by *Charles McManus*)
and *Philip Howe*)

signature of *Charles McManus*

director

signature of *Philip Howe*

director/secretary

Chargors

OR

THE COMMON SEAL of	)	
CLEARBANK LIMITED	)	
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	)
CLEARBANK LIMITED	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by

CLYDESDALE BANK PLC

acting by its attorney

MARIE CURRAN, COYIN WADDELL

in the presence of

PAUL DAGNAU

)
)
)
) DIRECTOR
)
)

)
)
)

Clydesdale Bank PLC by its attorney

Attorney

Witness PAUL DAGNAU

Address: 40 ST VINCENT PLACE

GLASGOW, G1 2HL

OR

EXECUTED as a DEED by

CLYDESDALE BANK PLC

acting by.....

and.....

signature of

director

signature of

director/secretary

Chargors

OR

THE COMMON SEAL of	)	
CLYDESDALE 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	)
CLYDESDALE BANK PLC	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

Address:

Chargors

EXECUTED as a DEED by)
CREDEC LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Credec Limited by its attorney

.....
Attorney
.....

Witness

Address:

OR

EXECUTED as a DEED by)
CREDEC LIMITED)
acting by... A. N. MEYNELL)
and... C.F. EADIE)

signature of A. N. MEYNELL
.....
director

signature of C.F. EADIE
.....
director/secretary

Chargors

OR

THE COMMON SEAL of)
CREDEC LIMITED)
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)
CREDEC LIMITED)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

Chargors

EXECUTED as a DEED by)
ELAVON FINANCIAL SERVICES DAC)
acting by its attorney)
.....)
in the presence of)
.....)

Elavon Financial Services DAC by its attorney

.....
Attorney

.....
Witness

Address:

OR

EXECUTED as a DEED by)
ELAVON FINANCIAL SERVICES DAC)
acting by)
and)

signature of

.....
director

signature of

.....
director/secretary

Chargors

OR

THE COMMON SEAL of	)	
ELAVON FINANCIAL SERVICES DAC	)	
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	)	
ELAVON FINANCIAL SERVICES DAC	)	
acting by	)	
.....	)	
in the presence of	)	
.....	)	

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
HSBC BANK PLC)
acting by its attorney)
.....)
in the presence of)
.....)

HSBC Bank PLC by its attorney

.....
Attorney
.....

Witness

Address:

OR

EXECUTED as a DEED by)
HSBC BANK PLC)
acting by)
and)

signature of

signature of

.....
Authorised Signatory

.....
Authorised Counter Signatory

Chargors

OR

THE COMMON SEAL of	)	
HSBC BANK PLC	)	
was affixed to this deed in	)	Common Seal
the presence of:	)	

Signature of authorised person

[Redacted Signature]

Authorised Signatory

Signature of authorised person

[Redacted Signature]

Authorised Counter Signatory:

OR

EXECUTED as a DEED by	)	
HSBC BANK PLC	)	
acting by	)	
.....	)	
in the presence of	)	
.....	)	

Authorised Signatory

Witness

Address:

Chargors

EXECUTED as a DEED by)
HSBC UK BANK PLC)
acting by its attorney)
SJE Yalun)
in the presence of)
Simon J Taylor)

HSBC UK Bank PLC by its attorney

Attorney

Witness

Address:

OR

EXECUTED as a DEED by)
HSBC UK BANK PLC)
acting by.....)
and.....)

signature of

Authorised Signatory

signature of

Authorised Counter Signatory

Chargors

OR

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

Signature of authorised person

.....
Authorised Counter Signatory:

OR

EXECUTED as a DEED by	)
HSBC UK BANK PLC	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Authorised Signatory

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
IPAGOO LLP)
acting by its attorney)
.....)
in the presence of)
.....)

ipagoo LLP by its attorney

Attorney

Witness

Address:

OR

EXECUTED as a DEED by)
IPAGOO LLP)
acting by)
and)

signature of

.....
director

signature of

.....
director/secretary

Chargors

OR

THE COMMON SEAL of)
IPAGOO LLP)
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)

IPAGOO LLP)

acting by)

..... CARLOS SANCHEZ)

in the presence of)

..... C. C. CHENG)

.....
Director

.....
Witness

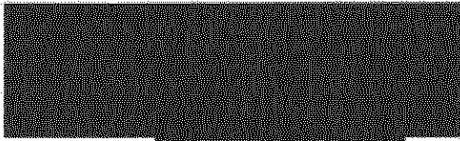
C. C. CHENG

Address: ONE ALDGATE ALDGATE
LONDON EC3N 1RE

Chargors

EXECUTED as a DEED by)
LLOYDS BANK PLC)
acting by its attorney)
OTTO BENZ)
in the presence of)
JACK MORRE)

Lloyds Bank PLC by its attorney



Attorney

Witness

Address: 33 OLD BROAD STREET

OR

EXECUTED as a DEED by)
LLOYDS BANK PLC)
acting by.....)
and.....)

signature of

director

signature of

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

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by	)
LLOYDS BANK PLC	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
METRO BANK PLC)
acting by its attorney)
.....)
in the presence of)
.....)

Metro Bank PLC by its attorney

.....
Attorney

.....
Witness

.....
Address:

OR

EXECUTED as a DEED by)
METRO BANK PLC)
acting by)
and)

signature of
.....
David Aiden
director

signature of
.....
Craig Donaldson
director/secretary

Chargors

OR

THE COMMON SEAL of	)	
METRO 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	)	
METRO BANK PLC	)	
acting by	)	
.....	)	
in the presence of	)	
.....	)	

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
MONZO BANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Monzo Bank Limited by its attorney

.....
Attorney
.....

Witness

Address:

OR

EXECUTED as a DEED by)
MONZO BANK LIMITED)
acting by)
and)

signature of

.....
director

signature of

.....
director/secretary

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:

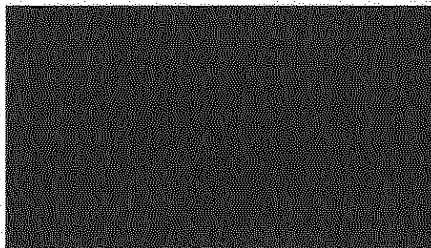
OR

EXECUTED as a DEED by
MONZO BANK LIMITED
acting by

.....
TOM BLUMFIELD

.....
in the presence of

)
)
)
)
)
)

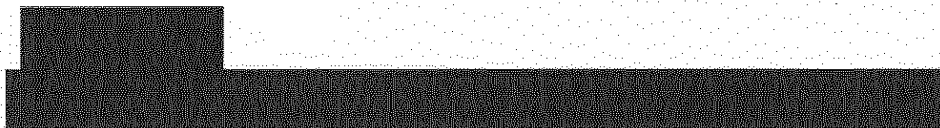


.....
James Berry

.....
Director

.....
Witness

.....
Address:



Chargors

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK PUBLIC)
LIMITED COMPANY)
acting by its attorney)
MARION KING)
in the presence of)
VICTORIA PECHE)

*National Westminster Bank Public
Limited Company by its attorney*

[REDACTED]

Attorney

[REDACTED]

Witness

Address:

[REDACTED]
OR [REDACTED]

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK)
PUBLIC LIMITED COMPANY)
acting by)
and)

signature of

director

signature of

director/secretary

Chargors

OR

THE COMMON SEAL of	)	
NATIONAL WESTMINSTER BANK	)	
PUBLIC LIMITED COMPANY	)	
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	)	
NATIONAL WESTMINSTER BANK	)	
PUBLIC LIMITED COMPANY	)	
acting by	)	
.....	)	
in the presence of	)	
.....	)	

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
NATIONWIDE BUILDING SOCIETY)
acting by its attorney)
.....)
in the presence of)
.....)

***Nationwide Building Society** by its attorney*

.....
Attorney
.....

Witness

Address:

OR

EXECUTED as a DEED by)
NATIONWIDE BUILDING SOCIETY)
acting by)
and)

signature of

.....
director

signature of

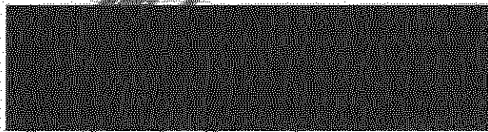
.....
director/secretary

Chargors

OR

THE COMMON SEAL of)
NATIONWIDE BUILDING SOCIETY)
was affixed to this deed *by order of the Board of*) **Common Seal**
in the presence of: *Directors*)

Signature of authorised person



7341

~~Signature of authorised person~~

~~Director/Secretary~~

OR

EXECUTED as a DEED by)
NATIONWIDE BUILDING SOCIETY)
acting by)
.....)
in the presence of)
.....)

Director

Witness

Address:

Chargors

EXECUTED as a DEED by)
NORTHERN BANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Northern Bank Limited by its attorney

Attorney

Witness

Address:

OR

EXECUTED as a DEED by)
NORTHERN BANK LIMITED)
acting by.....)
and.....)

signature of

director

signature of

director/secretary

Chargors

OR

THE COMMON SEAL of	)	
NORTHERN BANK LIMITED	)	
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	)
NORTHERN BANK LIMITED	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its attorney)
ROBERT WHITE)
in the presence of)
MICHAŁ GORSKI)

Santander UK PLC by its attorney

[Redacted Signature]

Attorney

[Redacted Signature]

Witness

Address: *SANTANDER UK, 2 TRITON SQUARE, Regent's place, London N1 3AN*

OR

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by)
and)

signature of

director

signature of

director/secretary

Chargors

OR

THE COMMON SEAL of	)	
SANTANDER UK 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	)
SANTANDER UK PLC	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
SPECTRUM PAYMENT SERVICES LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Spectrum Payment services Limited by its attorney

.....
Attorney
.....

Witness

Address:

OR

EXECUTED as a DEED by)
SPECTRUM PAYMENT SERVICES LIMITED)
acting by DIRECTOR)
and DIRECTOR)

signature of ADAM RICHARDS
.....
director

signature JAN STAFFORD-TAYLOR
.....
director/secretary

Chargors

OR

THE COMMON SEAL of	)	
SPECTRUM PAYMENT SERVICES LIMITED	)	
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	)	
SPECTRUM PAYMENT SERVICES LIMITED	)	
acting by	)	
.....	)	
in the presence of	)	
.....	)	

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
STARLING BANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Starling Bank Limited by its attorney

.....
Attorney

.....
Witness

.....
Address:

OR

EXECUTED as a DEED by)
STARLING BANK LIMITED)
acting by Tony Ellingham.....)
and Anne Boden.....)

signature of 
Tony Ellingham.....
director

signature of 
Anne Boden.....
director/~~secretary~~

Chargors

OR

THE COMMON SEAL of
STARLING 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
STARLING BANK LIMITED
acting by

.....
in the presence of
.....
.....

.....
Director

.....
Witness

.....
Address:

Chargors

EXECUTED as a DEED by)
THE ACCESS BANK UK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

The Access Bank UK Limited by its attorney

Attorney:

Witness:

Address:

OR

EXECUTED as a DEED by)
THE ACCESS BANK UK LIMITED)
acting by JAMIE SIMMONS)
and SEAN MCRAUGHAN)

signature of JAMIE SIMMONS

director

signature of SEAN MCRAUGHAN

director/secretary

Chargors

OR

THE COMMON SEAL of)
THE ACCESS BANK UK LIMITED)
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)
THE ACCESS BANK UK LIMITED)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
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

Attorney

Witness

Address:

OR

EXECUTED as a DEED by)
THE CO-OPERATIVE BANK P.L.C.)
acting by.....)
and.....)

signature of

signature of

Authorised Signatory

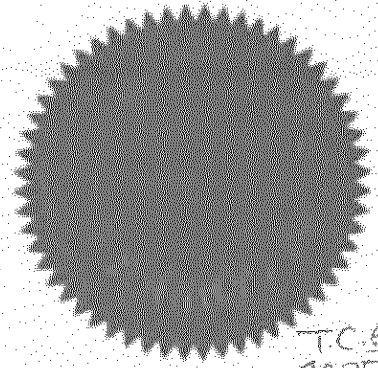
Authorised Counter Signatory

Chargors

OR

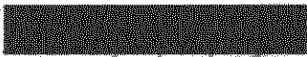
THE COMMON SEAL of)
THE CO-OPERATIVE BANK P.L.C.)
was affixed to this deed in)
the presence of:)

Common Seal

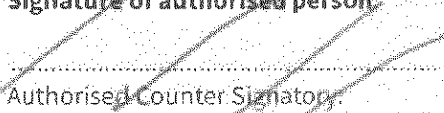


T.C.B
4635

Signature of authorised person


Authorised Signatory *Sealing Officer and Assistant*
Company Secretary

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

Address:

Chargors

EXECUTED as a DEED by)
TRANSFERWISE LTD)
acting by its attorney)
.....)
in the presence of)
.....)

Transferwise Ltd by its attorney

.....
Attorney

.....
Witness

.....
Address:

OR

EXECUTED as a DEED by)
TRANSFERWISE LTD)
acting by.....)
and.....)

signature of KRISTO KAPRAAMJ.....

.....
director

.....
signature of JAMES KANIKUS.....

.....
director/secretary

Chargors

OR

THE COMMON SEAL of	)	
TRANSFERWISE LTD	)	
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	)
TRANSFERWISE LTD	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
Director

.....
Witness

Address:

Chargors

EXECUTED as a DEED by)
TSB BANK PLC)
acting by its attorney)
.....)
in the presence of)
.....)

TSB Bank PLC by its attorney

.....
Attorney

.....
Witness

.....
Address:

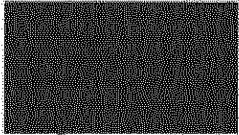
OR

EXECUTED as a DEED by)
TSB BANK PLC)
acting by *TWO DIRECTORS*)
and)

signature of 

RICHARD MENDINGS

.....
director

signature of 

RALPH CORTES

.....
director/~~secretary~~

Chargors

OR

THE COMMON SEAL of	)	
TSB 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	)
TSB BANK PLC	)
acting by	)
.....	)
in the presence of	)
.....	)

.....
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

.....
Attorney

.....
Witness

.....
Address:

.....
OR

EXECUTED as a DEED by)
TURKISH BANK (UK) LIMITED)
acting by.....)
and.....)

signature of

.....
director

signature of

.....
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

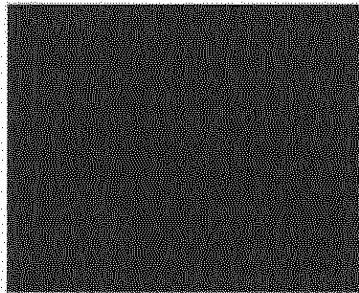
Director

Signature of authorised person

Director/Secretary:

OR

EXECUTED as a DEED by)
TURKISH BANK (UK) LIMITED)
acting by)
in the presence of)
MS OYA IVENG)



Director

Witness



Address: 84-86 BORDUGH HIGH ST
LONDON SE1 1ZN

Chargors

EXECUTED as a DEED by

VIRGIN MONEY PLC

acting by its attorney

MARK CURRAN, COLIN WOOD

in the presence of

Paul Jackson

Virgin Money PLC by its attorney

Attorney

Witness

Prave Dasgupta

Address:

440 ST VINCENT PLACE

GLWAGON 912HL

OR

EXECUTED as a DEED by

VIRGIN MONEY PLC

acting by..

and.

signature of

signature of

director

director/secretary