



Registration of a Charge

Company name: **R. RAPHAEL & SONS PLC**

Company number: **01288938**

Received for Electronic Filing: **26/07/2016**



X5C0XRGW

Details of Charge

Date of creation: **08/07/2016**

Charge code: **0128 8938 0003**

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

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KERRY PENFOLD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1288938

Charge code: 0128 8938 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th July 2016 and created by R. RAPHAEL & SONS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2016 .

Given at Companies House, Cardiff on 27th July 2016

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**

ACCESSION DEED

THIS DEED is dated 8 JULY 2016

BETWEEN

- (1) R RAPHAEL & SONS PLC (the "Acceding Party");
- (2) THE COMPANIES LISTED IN SCHEDULE 1 to this Deed (together the "Existing Members");
- (3) FASTER PAYMENTS SCHEME LIMITED as the "System Operator"; and
- (4) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND in its role as Settlement Service Provider and Security Trustee (the "Bank").

BACKGROUND

This agreement is supplemental to:

- a) the Deed of Charge dated 21 September 2015 and made between (1) the Existing Members as Chargors and (2) the Bank as Security Trustee (the "Deed of Charge"); and
- b) the FPS Reserves Collateralisation Account Agreement dated 21 September 2015 and made between (1) the System Operator as System Operator, (2) the Bank as Settlement Service Provider and Security Trustee, and (3) the Existing Members (the "RCA Agreement", together with the Deed of Charge, the "Accession Documents" and each an "Accession Document").

It is intended that this document take effect as a deed, notwithstanding that certain parties have only executed this Deed under hand.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions defined in a membership agreement dated 21 September 2015 between, inter alia, (1) Faster Payments Scheme Limited as the System Operator, and (2) the Members names therein (the "Membership Agreement") shall apply mutatis mutandis to this Deed as if the same were set out in full in this Deed.
- 1.2 The principles of construction set out in clauses 1.2 to 7 of the Membership Agreement, shall apply mutatis mutandis to this agreement as if the same were set out in full in this Deed.

2 ACCESSION OF ACCEDING PARTY

- 2.1 In satisfaction of the Acceding Party's obligations under clause 3.1(c) of the Membership Agreement, by its execution of this Deed, the Acceding Party unconditionally and irrevocably undertakes to and agrees with each of the other parties to this Deed to observe and be bound by the terms and provisions of:

- (a) the Deed of Charge as a Chargor (as that term is defined in the Deed of Charge) (for the avoidance of doubt, the Acceding Party accordingly grants the security created pursuant to Clause 2 (Creation of Security) of the Deed of Charge); and
- (b) the RCA Agreement as a FPS Member (as that term is defined in the RCA Agreement),

with effect from the date of this Deed.

2.2 Pursuant to clause 12 of the Membership Agreement the System Operator, as agent for the Existing Members, hereby consents to the accession of the Acceding Party to the Accession Documents on the terms set out in this Deed and agrees that the Accession Documents shall hereafter be read and construed as if the Acceding Party had been named in each Accession Document as an original party in the capacity described above at clause 2.1.

2.3 Save as amended by this Deed, all terms and conditions of the Accession Documents shall continue in full force and effect with effect from the date of this Deed.

3 ACCESSION DOCUMENTS

This Deed shall hereafter be read as one with each Accession Document so that all references in each Accession Document to "this agreement" or "this deed" and similar expressions shall include references to this Deed.

4 NOTICES

The address of the Acceding Party for notices and demands under the Accession Documents are as follows:

Postal Address: 19-21 Shaftesbury Avenue, London W1D 7ED

e-mail address: mike.smith@raphael.co.uk

Attention: Mike Smith – Commercial Director

5 COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Deed and any party may enter into this Deed by executing a counterpart.

6 THIRD PARTY RIGHTS

Subject to clause 11.1(b) and clause 11.7(b) of the RCA Agreement, a person who is not a party to this Deed 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.

7 GOVERNING LAW AND JURISDICTION

The provisions of clause 13 of the Membership Agreement shall apply mutatis mutandis to this agreement as if the same were set out in full in this agreement.

THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

SIGNED BY:

.....

(Signature)

..... C. F. TILLOTSON

(Print name)

ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as the System Operator

SIGNED BY:

.....

(Signature)

..... C. F. TILLOTSON

(Print name)

ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as agent for the Existing Members

SIGNED BY:

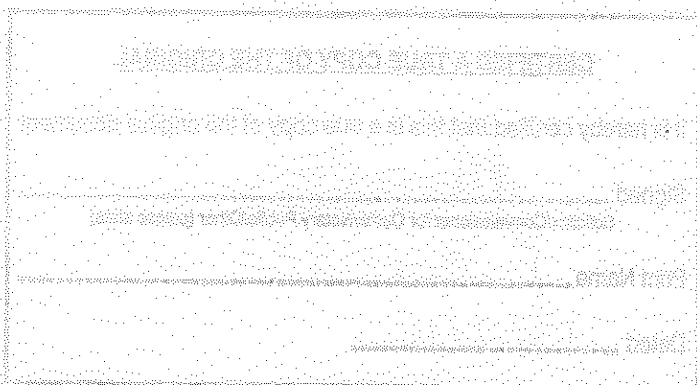
.....

(Signature)

.....

(Print name)

ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND



EXECUTED as a DEED by)
R Raphael & Sons plc)
acting by its attorney)
.....)
in the presence of)
.....)

*R Raphael & Sons plc by its
attorney*

.....
Attorney

.....
Witness

Address:

EXECUTED as a DEED by)
R RAPHAEL & SONS PLC acting by)
..... and)
.....)

signature of *R. WELLS*)
.....)
director *[Signature]*)

signature of *A. T. POOLEY*)
.....)
director/secretary *[Signature]*)

THE COMMON SEAL of)
R RAPHAEL & SONS plc)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

CERTIFIED A TRUE COPY OF THE ORIGINAL

It is hereby certified that this is a true copy of the original document

Signed

[Signature]
Solicitor/Commissioner for Oaths/Notary Public/Other (please state)

Print Name

F. BERRIDGE

Dated

13/7/16

EXECUTED as a DEED by
R RAPHAEL & SONS plc
acting by

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

)
)
)
)
)
)

.....
Director

.....
Witness

Address:

SCHEDULE 1

The Existing Members

BARCLAYS BANK PLC, whose registered office is at One Churchill Place, London E14 5HP and whose registered number is 1026167;

CITIBANK NA, whose registered office is at 399 Park Avenue New York, New York 10043 USA and whose registered number is FC001835 with registered UK branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB;

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

HSBC BANK PLC whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 14259;

LLOYDS BANK PLC whose registered office is at 25 Gresham Street, London EC2V 7HN and whose registered number is 2065;

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 R568;

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

THE CO-OPERATIVE BANK PLC whose registered office is at PO Box 101, 1 Balloon Street, Manchester M60 4EP and whose registered number is 990937;

THE ROYAL BANK OF SCOTLAND PLC whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose registered number is 90312.

ACCESSION DEED

THIS DEED is dated 8 JULY 2016

BETWEEN

- (1) R RAPHAEL & SONS PLC (the "Acceding Party");
- (2) THE COMPANIES LISTED IN SCHEDULE 1 to this Deed (together the "Existing Members");
- (3) FASTER PAYMENTS SCHEME LIMITED as the "System Operator"; and
- (4) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND in its role as Settlement Service Provider and Security Trustee (the "Bank").

BACKGROUND

This agreement is supplemental to:

- a) the Deed of Charge dated 21 September 2015 and made between (1) the Existing Members as Chargors and (2) the Bank as Security Trustee (the "Deed of Charge"); and
- b) the FPS Reserves Collateralisation Account Agreement dated 21 September 2015 and made between (1) the System Operator as System Operator, (2) the Bank as Settlement Service Provider and Security Trustee, and (3) the Existing Members (the "RCA Agreement", together with the Deed of Charge, the "Accession Documents" and each an "Accession Document").

It is intended that this document take effect as a deed, notwithstanding that certain parties have only executed this Deed under hand.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions defined in a membership agreement dated 21 September 2015 between, inter alia, (1) Faster Payments Scheme Limited as the System Operator, and (2) the Members names therein (the "Membership Agreement") shall apply mutatis mutandis to this Deed as if the same were set out in full in this Deed.
- 1.2 The principles of construction set out in clauses 1.2 to 7 of the Membership Agreement, shall apply mutatis mutandis to this agreement as if the same were set out in full in this Deed.

2 ACCESSION OF ACCEDING PARTY

- 2.1 In satisfaction of the Acceding Party's obligations under clause 3.1(c) of the Membership Agreement, by its execution of this Deed, the Acceding Party unconditionally and irrevocably undertakes to and agrees with each of the other parties to this Deed to observe and be bound by the terms and provisions of:

- (a) the Deed of Charge as a Chargor (as that term is defined in the Deed of Charge) (for the avoidance of doubt, the Acceding Party accordingly grants the security created pursuant to Clause 2 (Creation of Security) of the Deed of Charge); and
- (b) the RCA Agreement as a FPS Member (as that term is defined in the RCA Agreement),

with effect from the date of this Deed.

2.2 Pursuant to clause 12 of the Membership Agreement the System Operator, as agent for the Existing Members, hereby consents to the accession of the Acceding Party to the Accession Documents on the terms set out in this Deed and agrees that the Accession Documents shall hereafter be read and construed as if the Acceding Party had been named in each Accession Document as an original party in the capacity described above at clause 2.1.

2.3 Save as amended by this Deed, all terms and conditions of the Accession Documents shall continue in full force and effect with effect from the date of this Deed.

3 ACCESSION DOCUMENTS

This Deed shall hereafter be read as one with each Accession Document so that all references in each Accession Document to "this agreement" or "this deed" and similar expressions shall include references to this Deed.

4 NOTICES

The address of the Acceding Party for notices and demands under the Accession Documents are as follows:

Postal Address: 19-21 Shaftesbury Avenue, London W1D 7ED

e-mail address: mike.smith@raphael.co.uk

Attention: Mike Smith – Commercial Director

5 COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Deed and any party may enter into this Deed by executing a counterpart.

6 THIRD PARTY RIGHTS

Subject to clause 11.1(b) and clause 11.7(b) of the RCA Agreement, a person who is not a party to this Deed 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.

7 GOVERNING LAW AND JURISDICTION

The provisions of clause 13 of the Membership Agreement shall apply mutatis mutandis to this agreement as if the same were set out in full in this agreement.

EXECUTED as a DEED by
R RAPHAEL & SONS plc
acting by

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

)
)
)
)
)
)

.....
Director

.....
Witness

Address:

THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

SIGNED BY:

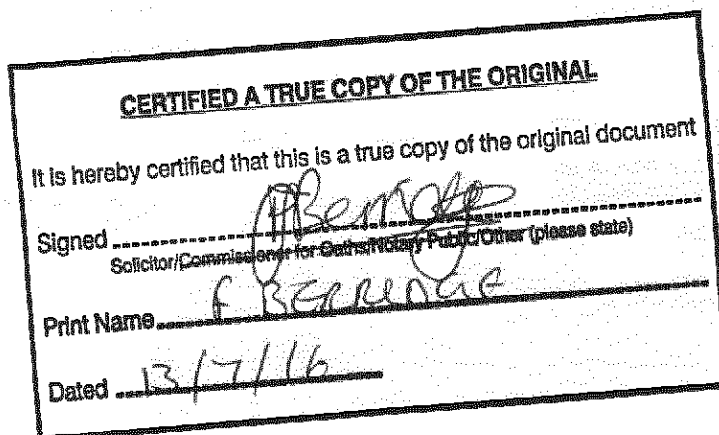
..... (Signature)
..... (Print name)
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as the System Operator

SIGNED BY:

..... (Signature)
..... (Print name)
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as agent for the Existing Members

SIGNED BY:

..... *STPD Davies* (Signature)
..... *Toby Davies* (Print name)
ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND



EXECUTED as a DEED by)
R Raphael & Sons plc)
acting by its attorney)
.....)
in the presence of)
.....)

*R Raphael & Sons plc by its
attorney*
.....

Attorney
.....

Witness

Address:

EXECUTED as a DEED by)
R RAPHAEL & SONS PLC acting by)
..... and)
.....)

signature of
.....
director

signature of
.....
director/secretary]

THE COMMON SEAL of)
R RAPHAEL & SONS plc)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person
.....

Director

Signature of authorised person
.....

Director/Secretary:

SCHEDULE 1

The Existing Members

BARCLAYS BANK PLC, whose registered office is at One Churchill Place, London E14 5HP and whose registered number is 1026167;

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HSBC BANK PLC whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 14259;

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THE ROYAL BANK OF SCOTLAND PLC whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose registered number is 90312.

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THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

SIGNED BY:

..... (Signature)

..... (Print name)

ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as the System Operator

SIGNED BY:

..... (Signature)

..... (Print name)

ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as agent for the Existing Members

SIGNED BY:

..... (Signature)

..... (Print name)

ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

EXECUTED as a DEED by)
R Raphael & Sons plc)
acting by its attorney)
.....)
in the presence of)
.....)

R Raphael & Sons plc by its
attorney

.....
Attorney

.....
Witness

Address:

CERTIFIED A TRUE COPY OF THE ORIGINAL

It is hereby certified that this is a true copy of the original document

Signed

Solicitor/Commissioner for Oaths/Notary Public/Other (please state)

Print Name

Dated

EXECUTED as a DEED by)
R RAPHAEL & SONS PLC acting by)
..... and)
.....)

signature of

.....
director

signature of

.....
director/secretary]

THE COMMON SEAL of)
R RAPHAEL & SONS plc)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

EXECUTED as a DEED by
R RAPHAEL & SONS plc
acting by

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

)
)
)
)
)
)

.....
Director

.....
Witness

Address:

SCHEDULE 1

The Existing Members

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CITIBANK NA, whose registered office is at 399 Park Avenue New York, New York 10043 USA and whose registered number is FC001835 with registered UK branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB;

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

HSBC BANK PLC whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 14259;

LLOYDS BANK PLC whose registered office is at 25 Gresham Street, London EC2V 7HN and whose registered number is 2065;

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NORTHERN BANK LIMITED whose registered office is at Donegall Square West, Belfast, BT1 6JS and whose registered number is R568;

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