# Registration of a Charge

Company name: R. RAPHAEL & SONS PLC

Company number: 01288938

Received for Electronic Filing: 26/07/2016



# **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





# 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

- 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:		and the second	romatik at treme de ledikasa John Joseph Albertano
oran	(Signature)		
ON BEHALF OF FASTER PAYMENTS S as the System Operator	(Print name) CHEME LIMITED		
SIGNED BY:			
aun	(Signature)	24 244 12	
C. F. TILLOTS—) ON BEHALF OF FASTER PAYMENTS S as agent for the Existing Members	(Print name) CHEME LIMITED		Tight to ARK是
SIGNED BY:			
	(Signature)		en e
ON BEHALF OF THE GOVERNOR AND	(Print name) COMPANY OF THE	E BANK OF ENGLANI	
	eri. 1919 - Harristoneri 1918 - Harristoneri	n eg	

EXECUTED as a DEED by		for the free for all the party
R Raphael & Sons plc		
acting by its attorney		
***************************************		
in the presence of		
in me breaction or		
***************************************		
R Raphael & Sons plc by its		
attorney		
MEDIT SELLY		
***************************************		· 1.
Attorney		
2200022203		
Witness		and the state of the state of
YY ALIGOUS		ren er
Address:		
	•	
EXECUTED as a DEED by		e Tantone a elegaçõese de la composição de l
R RAPHAEL & SONS PLC acting by		militari menda
	and )	
**************************************	A The specific and the	
n 200 Ben Pån und a 0 a a dad gana proposer Propins ( a b ( 2 ) 4 ) 6 9 / 6 9 / 6 2 0 4 2 0 4 2 0 4 2 0 4 2 0 4		
1 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	The state was not a like D and	
signature/of) R. WELL	signature of	4.4
Significant of the second of t		
		***
	The state of the s	• • • • • • • • • • • • • • • • • • • •
director	director/secretary]	• * * * * * * * * * * * * * * * * * * *
director	director/secretary]	
director	director/secretary]	
director	director/secretary]	
director	director/secretary]	TWT
director	director/secretary]	er e
director	director/secretary]	er e
	director/secretary]	NA.
THE COMMON SEAL of	director/secretary]	er e
THE COMMON SEAL of	director/secretary]	w w
THE COMMON SEAL of R RAPHAEL & SONS plc		w w
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in	difector/secretary] ) ) Common Seal	w w
THE COMMON SEAL of R RAPHAEL & SONS plc		
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:		TWT
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:		
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in		
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:		
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person		'N''
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:	) ) Common Seal )	'N''
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person	) ) Common Seal )	<b>VAL</b>
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of: Signature of authorised person  Director		<b>NAL</b>
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person	CENTIFIED A TRUE COPY OF THE ORIGIN	
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of: Signature of authorised person  Director	) ) Common Seal )	
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of: Signature of authorised person  Director	CENTIFIED A TRUE COPY OF THE ORIGIN	
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person  Director  Signature of authorised person	CERTIFIED A TRUE COPY OF THE ORIGINAL It is hereby certified that this is a true copy of the original control of the original	
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of: Signature of authorised person  Director	CERTIFIED A TRUE COPY OF THE ORIGIN  It is hereby certified that this is a true copy of the original signed.	nal document
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person  Director  Signature of authorised person	CERTIFIED A TRUE COPY OF THE ORIGINAL It is hereby certified that this is a true copy of the original control of the original	nal document
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person  Director  Signature of authorised person	CERTIFIED A TRUE COPY OF THE ORIGIN It is hereby certified that this is a true copy of the original Signed Solicitor/Certified The Original Solicitor The Original Solici	nal document
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person  Director  Signature of authorised person	CERTIFIED A TRUE COPY OF THE ORIGIN  It is hereby certified that this is a true copy of the original signed.	nal document
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of: Signature of authorised person Director Signature of authorised person	CERTIFIED A TRUE COPY OF THE ORIGIN It is hereby certified that this is a true copy of the original Signed Solicitor/Certified The Original Solicitor The Original Solici	nal document
THE COMMON SEAL of R RAPHAEL & SONS plc was affixed to this deed in the presence of:  Signature of authorised person  Director  Signature of authorised person	CERTIFIED A TRUE COPY OF THE ORIGIN It is hereby certified that this is a true copy of the original Signed Solicitor/Certified The Original Solicitor The Original Solici	nal document

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:	· · · · · · · · · · · · · · · · · · ·	
1C	(Signature)	
ON BEHALF OF FASTER PAYMENTS S as the System Operator	(Print name) CHEME LIMITED	
SIGNED BY:		
######################################	(Signature)	
ON BEHALF OF FASTER PAYMENTS So as agent for the Existing Members	(Print name) CHEME LIMITED	
SIGNED BY:		olompinus seguitation onsolomous tellipia il seguitation
57PD-:-5	(Signature)	
Toby Dovies	(Print name)	
ON BEHALF OF THE GOVERNOR AND	COMPANY OF THE I	RANK OF ENGLAND

CERTIFIED A TRUE COPY OF THE ORIGINAL

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

Signed

Solicitor/Commissions for Softs (Commissions (please state))

Print Name

Dated 3

R Raphael & Sons plc acting by its attorney	
***************************************	
in the presence of	
R Raphael & Sons plc by its aftorney	
· · · · · · · · · · · · · · · · · · ·	
Attorney	
Witness	
Address:	
EXECUTED as a DEED by R RAPHAEL & SONS PLC acting by and	) ) )
epapatak epapatan na 1880 di katang di natang papatan na n	
signature of	signature of
director	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	- 1 N - 1 N
Director	den er genegenhamme de songer, de ammer specialen en en ei die fan krier op e
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;

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, Canady Wharf, London E145LB;

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.

SIGNED BY:

(Signature)

(Print name)

ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED as the System Operator

SIGNED BY:

(Signature)

(Print name)

(Print name)

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

SIGNED BY:

(Signature)

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

(Print name)

THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date

stated at the beginning of it.

R Raphael & Sons plc	)		
acting by its attorney			
	. )		
in the presence of	)	tan di kacamatan di Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn Kabupatèn	
***************************************	. )		
R Raphael & Sons plc by its			
attorney			
•		CERTIFIED A TRUE COPY OF THE ORIG	
	888		
Attorney		t is hereby certified that this is a true copy of the or	iginai documen
Auomoy		Signed PLO MOCH	
***************************************		Solicitor/Cemmissioner for Center (Section Funds) Contraction	icano otato)
		Print Name F BERRIDGE	
Witness	. 150	4 1 2 6 F 2 A Pro 6 2 And Administration of the Annual Ann	San and the san and the san and the san
Address:		Dated	
Address.			//////////////////////////////////////
TATALITATIN TATUL	,		
EXECUTED as a DEED by R RAPHAEL & SONS PLC acting by	,		
IN THAT HALL GOING I DO ROUNG DY	and )		
***************************************	. )		
00 45.1	ŕ		
signature of R. WELL	1	signature of	
1/ 1/20			
director		director/secretary]	
452 44 600 4		an section and and a	
THE COMMON SEAL of	,		
R RAPHAEL & SONS plc	,		
was affixed to this deed in	<u> </u>	Common Seal	
the presence of:	Ś		•
	ŕ		
Signature of authorised person			
Director			100
			*
Signature of authorised person			
	* .		
Dimatar/Samatar			
Director/Secretary:	and the second		

R RAPHAEL & SONS plc acting by	
in the presence of	)
***************************************	1
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.