

MR01

Particulars of a charge



A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebF
Please go to www.companieshouse.gov.uk



L15

L4GYPF6Y

29/09/2015

#246

COMPANIES HOUSE

☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument.

☒ What this form is NOT
You may not use this form to
register a charge where
instrument. Use form MR01

TUESDAY

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number N I 0 1 8 8 0 0

Company name in full AIB GROUP (UK) P.L.C.

0 0 0 4 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 2 d 1 m 0 m 9 y 2 y 0 y 1 y 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND
(Security Trustee for the Security Beneficiaries)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

n/a

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Allen & Overy LLP X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name CHARLES KO

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country UNITED KINGDOM

DX

Telephone +44 (0)20 3088 2609



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register.
- ☒ [x] You have included a certified copy of the instrument with this form.
- ☒ [x] You have entered the date on which the charge was created.
- ☒ [x] You have shown the names of persons entitled to the charge.
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ [x] You have given a description in Section 4, if appropriate.
- ☒ [x] You have signed the form.
- ☒ [x] You have enclosed the correct fee.
- ☒ [x] Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI18800

Charge code: NI01 8800 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 21st September 2015 and created by AIB GROUP (UK) P.L.C. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2015.

Given at Companies House, Belfast on 6th October 2015



Companies House



EXECUTION VERSION

DEED OF CHARGE

DATED 21 September 2015

BETWEEN

THE CHARGORS

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

ENTERED INTO IN CONNECTION WITH THE BACS SETTLEMENT AGREEMENT DATED
ON OR ABOUT THE DATE OF THIS DEED



Allen & Overy LLP

Except for material redacted pursuant to
s859G of the Companies Act 2006
I certify that this is a correct copy
of the original document

ALLEN & OVERY

Allen & Overy LLP
London

0048235-0000031 BK:28241133.10

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Schedule

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THIS DEED is dated 21 September 2015.

BETWEEN:

- (1) THE CHARGORS as set out in Schedule 1, 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 (the "**Security Trustee**") as security trustee for the Security Beneficiaries.

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the BACS Settlement Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party might only execute this document under hand.
- (C) It is intended that the security created under this Deed shall take effect at 00:00hrs on the Transitional Effective Date.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Acceding Member"

has the meaning given to that term in the BACS Settlement Agreement.

"Accession Date"

has the meaning given to that term in the BACS Settlement Agreement.

"Act"

means the Law of Property Act 1925.

"BACS Settlement Agreement"

means the BACS Settlement Agreement between the parties defined therein as Members and the BACS System Operator dated on or about the date of this Deed and as amended from time to time.

"BACS System Operator"

means BACS Payment Schemes Limited of 2 Thomas More Square, London, E1W 1YN as System Operator (as defined in the Payment System Rules) to the Bacs System.

"Beneficiary"

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

"Business Day"

has the meaning given to that term in the Payment System Rules.

"Credit Balance"

means, with respect to a Chargor, the credit balance from time to time on that Chargor's Reserves Collateralisation Account.

"Member"

has the meaning given to that term in the BACS Settlement Agreement.

"Non-Paying Member"

has the meaning given to that term in the BACS Settlement Agreement.

"Non-Paying Member Shortfall"

has the meaning given to that term in the BACS Settlement Agreement.

"Party"

means a party to this Deed.

"Payment System Rules"

has the meaning given to that term in the BACS Settlement Agreement.

"Reserves Collateralisation Account"

has the meaning given to that term in clause 5.1.

"Secured Liabilities"

means, with respect to 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 7 (Indemnity) of the BACS Settlement Agreement; and
- (b) the Security Trustee and/or the Settlement Service Provider under this Deed, the BACS Settlement Agreement and any other Security Document.

"Security Assets"

means, with respect to a Chargor, all assets of that Chargor which are the subject of any security created under this Deed.

"Security Beneficiaries"

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

"Security Document"

has the meaning given to that term in the BACS Settlement Agreement.

"Security Interest"

means 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 of or performing the economic function of conferring security howsoever created or arising.

"Security Period"

means, with respect to a Chargor:

- (a) the period beginning on (i) the date of this Deed or (ii) if the Chargor is an Acceding Member, 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 Service Provider"

means the Bank of England of Threadneedle Street, London EC2R 8AH as settlement service provider for the Bacs System.

"Single Claim"

has the meaning given to that term in the BACS Settlement Agreement.

"Transitional Effective Date"

has the meaning given to that term in the BACS Settlement Agreement.

1.2 Construction

- (a) Capitalised terms defined in the BACS Settlement Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the BACS Settlement Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the BACS Settlement Agreement will be construed as references to this Deed. The provisions of clause 22 (Security Trustee) and 23 (Limitation of Liability) of the BACS Settlement Agreement apply to this Deed as though they were set out in full in this Deed.
- (c) The term **this Security** means any security created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) If the Security Trustee considers that an amount paid to a Security Beneficiary under the BACS Settlement Agreement 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.

- (f) Notwithstanding any other provision of the BACS Settlement 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.
- (g) The provisions of this Deed (other than those contained in this clause 1.2(g)) shall not have effect until this Deed has been dated and this Deed shall be dated on the day specified in a notice issued by the BACS System Operator or any other person designated by it.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (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);
 - (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 to each other Chargor and the Security Trustee on each Business Day and on each other date 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; or
- (b) conflict with its constitutional documents; or
- (c) conflict with any document which is binding upon it or any of its assets.

3.6 Reserves Collateralisation Account

- (a) It is the sole beneficial owner of all amounts standing to the credit of its Reserves Collateralisation Account and the entitlements and debts represented by its Reserves Collateralisation Account.
- (b) All amounts standing to the credit of its Reserves Collateralisation Account and the entitlements and debts represented by its Reserves Collateralisation Account 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 permitted or contemplated under this Deed or the BACS Settlement Agreement.

5. ACCOUNTS

5.1 Reserves Collateralisation Accounts

The Security Trustee (acting in its capacity as Settlement Service Provider) shall, with respect to each Chargor, 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 Partial Release of Security

If, pursuant to clause 4.2(d) of the BACS Settlement Agreement, the Security Trustee makes a transfer from a Reserves Collateralisation Account to the Chargor or, pursuant to clause 6.3 (Non-Paying Member Shortfall) of the BACS Settlement Agreement, any part of the Credit Balance is applied by the Settlement Service Provider in satisfaction of a Non-Paying Member 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 Enforceable

The security granted under this Deed by each Chargor will become immediately enforceable with respect to that Chargor if:

- (a) there is a Non-Paying Member Shortfall in respect of that Chargor and the Non-Paying Member Shortfall has not been discharged (by the carrying out of the irrevocable instruction in clause 6.3 (Non-Paying Member Shortfall) of the BACS Settlement Agreement or otherwise) by no later than 12:00 noon on the Business Day on which the Non-Paying Member Shortfall arose; and
- (b) a demand has been made in accordance with clause 7.1 (Indemnity by the Non-Paying Member) of the BACS Settlement Agreement arising from a Non-Paying Member Shortfall with respect to the BACS System; and
- (c) the Security Trustee has received instructions from the BACS System Operator that such a demand has been made.

6.2 Discretion

After the security granted under this Deed by a Chargor has become enforceable, the Security Trustee shall enforce all or any part of the Security given by that Chargor in accordance with the BACS Settlement 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 Credit Balance 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 date of this Deed.
- (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 any security created by this Deed.

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 Section 103 of the Act does not apply.

8. APPLICATION OF PROCEEDS

After this Deed has become enforceable with respect to a Chargor, the Security Trustee must apply the Credit Balance in respect of that Chargor in the following order of priority:

- (a) (except to the extent that, but for this clause 8(a), settlement would have been able to take place) in or towards payment of or provision for all costs and expenses incurred by the Settlement Service Provider and Security Trustee under or in connection with this Deed;
- (b) subject to clause 8(a), in or towards pro rata payment of or provision for 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;
- (c) thereafter, subject to 8(a) and (b), in or towards pro rata payment of the remainder of that Chargor's Secured Liabilities to each Beneficiary; and
- (d) in payment of the surplus (if any) to that Chargor or other person entitled to it.

This clause is subject to the payment of any claims having priority over this Security. This clause does not prejudice, without limitation, the right of any Beneficiary to recover any shortfall from the Chargor or any Beneficiary's rights against a Chargor for breach of clause 3.6.

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, by the BACS System Operator or by 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 Reserves Collateralisation 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.

10. FURTHER ASSURANCES

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 that Chargor's rights and interest in respect of its Credit Balance.

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.

12. MISCELLANEOUS

12.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the BACS Settlement Agreement.

12.2 Tacking

Each Beneficiary must perform its obligations under the BACS Settlement Agreement.

13. ACCESSION

- (a) Each Acceding Member shall thereby automatically become a Chargor for all purposes of this Deed with effect from its Accession Date (as determined in accordance with the BACS Settlement Agreement).
- (b) The Acceding Member agrees to be bound by the terms of this Deed and undertakes to perform its obligations as a Chargor under this Deed with effect from that Accession Date.

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 the security created by this Deed.

15. 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.

16. JURISDICTION

16.1 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.

16.2 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.

17. 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

AIB GROUP (UK) p.l.c, whose registered office is at 92 Ann Street, Belfast BT1 3HH and whose registered number is NI018800;

BANK OF SCOTLAND plc, whose registered office is at The Mound, Edinburgh EH1 1YZ and whose registered number is SC327000;

BARCLAYS BANK PLC, whose registered office is at 1 Churchill Place, Canary Wharf, London E14 5HP and whose registered number is 1026167;

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

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

COUTTS & CO whose registered office is at 440 Strand, London WC2R 0QS and whose registered number is 36695;

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;

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

NATIONAL WESTMINSTER BANK Plc whose registered office is at 135 Bishopsgate, London EC2M 3UR and whose registered number is 929027;

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

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 990937;

THE ROYAL BANK OF SCOTLAND plc whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose registered number is SC90312;

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

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

SIGNATORIES

Chargors

EXECUTED as a DEED by)
AIB GROUP (UK) p.l.c.)
acting by its attorney)
.....)
in the presence of)
.....)

AIB Group (UK) p.l.c. by its attorney

.....

Attorney

.....

Witness

Address:

EXECUTED as a DEED by AIB GROUP)
(UK) p.l.c. acting by)
.....)
and)

signature of

.....
director

signature of

.....
director/secretary

THE COMMON SEAL of AIB GROUP)
(UK) p.l.c.)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person
[REDACTED]

..... [REDACTED]
Director
AUTHORISED OFFICER

Signature of authorised person
[REDACTED]

..... [REDACTED]
Director/Secretary:
AUTHORISED OFFICER

EXECUTED as a DEED by)
AIB GROUP (UK) p.l.c.)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by its attorney)
.....)
in the presence of)
.....)

Bank of Scotland plc by its attorney

.....
Attorney

.....
Witness

Address:

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by)
and)
.....)

signature of
.....
director

signature of
.....
director/secretary

EXECUTED as a DEED by)
AIB GROUP (UK) p.l.c.)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by its attorney)
[REDACTED])
.....)
in the presence of)
[REDACTED])
.....)

Bank of Scotland plc by its attorney
[REDACTED]

[REDACTED]

×

.....
Attorney

[REDACTED]

[REDACTED]

×

.....
Witness

Address: [REDACTED]

[REDACTED]

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by)
and)
.....)

signature of

signature of

.....
director

.....
director/secretary

THE COMMON SEAL of BANK OF
SCOTLAND 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)
BANK OF SCOTLAND plc)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....

Witness

Address:

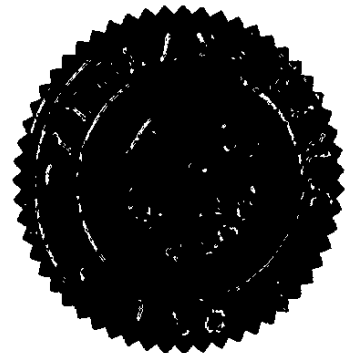
THE COMMON SEAL of)
BARCLAYS BANK PLC was hereunto)
affixed in the Execution of this Deed)
in the presence of:)

Common Seal

[REDACTED]

.....
Assistant Secretary

Authorised Sealing Officer



EXECUTED as a DEED by)
CITIBANK N.A.)
acting by its attorney)
.....)
in the presence of)
.....)

Citibank N.A. by its attorney

.....
Attorney

.....

Witness

Address:

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

signature of
.....
director

signature of
.....
director/secretary

THE COMMON SEAL of BANK OF)
SCOTLAND plc was affixed to this deed in) **Common Seal**
the presence of:)

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....

Witness

Address:

THE COMMON SEAL of)
BARCLAYS BANK PLC was hereunto)
affixed in the Execution of this Deed) **Common Seal**
in the presence of:)

.....
Assistant Secretary

Authorised Sealing Officer

EXECUTED as a DEED by)
CITIBANK N.A.)
acting by its attorney)
[REDACTED])
in the presence of)
[REDACTED])

Citibank N.A. by its attorney
[REDACTED]

.....
Attorney

[REDACTED]

Witness [REDACTED]
[REDACTED]

Address: CITIGROUP CENTRE, CANADA SQUARE, CANARY WHARF,
LONDON E14 5LB

EXECUTED as a DEED by)
CITIBANK N.A. acting by)
[REDACTED])
and)

[REDACTED]

signature of .
[REDACTED]

...
director

signature of
.....

director/secretary

THE COMMON SEAL of)
CITIBANK N.A.)
was affixed to this deed in) **Common Seal**
in the presence of:)

Signature of authorised person
[REDACTED]

.....
Director

Signature of authorised person

.....
Director/Secretary:

EXECUTED as a DEED by)
CITIBANK N.A.)
acting by [REDACTED])
.....)
in the presence of [REDACTED])
.....)

[REDACTED]

Director

[REDACTED]

.....
Witness [REDACTED]

[REDACTED]

Address: CITIGROUP CENTRE, CANADA SQUARE, CANARY WHARF,
LONDON E14 5LB

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

Clydesdale Bank PLC by its attorney

.....

Attorney

.....

Witness

Address:

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

signature of

.....

director

signature of

.....

director/secretary

THE COMMON SEAL of)
CITIBANK N.A.)
was affixed to this deed in) **Common Seal**
in the presence of:)

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

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

.....
Director

.....

Witness

Address:

)

✓

、

[REDACTED]

)

)

•

.....

Witness

Address:

[REDACTED]

)

)

)

)

[illegible]

.....

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:

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

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by)
COUTTS & CO)
acting by its attorney)
.....)
in the presence of)
.....)

Coutts & Co by its attorney

Attorney [REDACTED]

..... [REDACTED]

Witness

Address:

[REDACTED]

EXECUTED as a DEED by)
COUTTS & CO)
acting by)
and)
.....)

signature of

signature of

.....
director

.....
director/secretary

THE COMMON SEAL of
COUTTS & CO
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
COUTTS & CO
acting by
.....
in the presence of
.....
.....

)
)
)
)
)
)

Director
.....

Witness

Address:

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:

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

signature of

.....
director

signature of

.....
director/secretary

THE COMMON SEAL of)
NORTHERN BANK LIMITED)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person

.....
Director

The Common Seal of
Northern Bank Limited
hereunto affixed in the presence of
[REDACTED]

Signature of authorised person

.....
Director/Secretary:

.....
[REDACTED] Director
Authorised Signatory

.....
Director
Authorised Signatory

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

.....
Director

.....

Witness

Address:

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:

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

.....
Director

.....
Witness

Address:

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:

EXECUTED as a DEED by)
HSBC BANK plc acting by)
..... and)
.....)

signature of

.....
director

signature of

.....
director/secretary

THE COMMON SEAL of
HSBC BANK plc
was affixed to this deed in
the presence of:

)
)
)
)

Common Seal

Signature of authorised person
[REDACTED]

[REDACTED]

[REDACTED]
FD1

.....
Director [REDACTED]

Signature of authorised person
[REDACTED]

.....
[REDACTED] Director/Secretary:

THE COMMON SEAL of)
VIRGIN MONEY PLC)
was affixed to this deed in) **Common Seal**
the presence of:)

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

[REDACTED]

EXECUTED as a DEED by)
VIRGIN MONEY PLC)
acting by)
.....)
in the presence of)
.....)

.....
Director [REDACTED]

.....
Witness [REDACTED]

Address: [REDACTED]

EXECUTED as a DEED by)
VIRGIN MONEY PLC)
acting by its attorney)
.....)
in the presence of)
.....)

VIRGIN MONEY PLC by its attorney

.....

Attorney

.....

Witness

Address:

[REDACTED]

EXECUTED as a DEED by)
VIRGIN MONEY PLC acting by)
..... and)
.....)

signature of

signature of

.....
director

.....
director/secretary

~~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:

EXECUTED as a DEED by)
SANTANDER UK plc)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by
SANTANDER UK plc
acting by its attorney
.....
in the presence of
.....

)
)
)
)
)
)

[REDACTED]

Santander UK plc by its attorney

[REDACTED]

.....
Attorney
.....

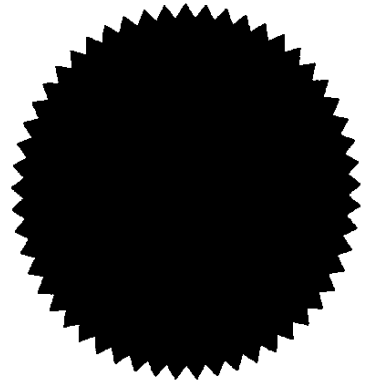
Witness [REDACTED]

Address [REDACTED]

EXECUTED as a DEED by
SANTANDER UK plc acting by
..... and
.....
)
)
)
)

signature of
.....
director

signature of
.....
director/secretary



THE COMMON SEAL of)
THE ROYAL BANK OF SCOTLAND 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)
THE ROYAL BANK OF SCOTLAND plc)
acting by)
.....)
in the presence of.)
.....)

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND plc)
acting by its attorney)
.....)
in the presence of)
.....)

The Royal Bank of Scotland plc by its attorney

Atto [REDACTED]

.....
Witness [REDACTED] (

[REDACTED]

Address:

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND plc)
acting by)
and)
.....)

signature of

signature of

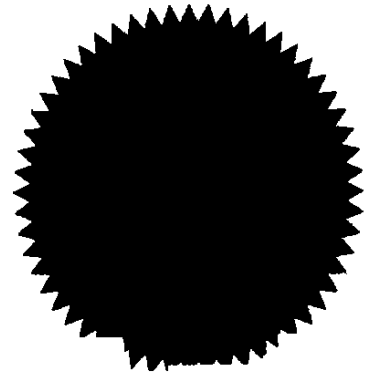
.....
director

.....
director/secretary

THE COMMON SEAL of
THE CO-OPERATIVE BANK p.l.c.
was affixed to this deed in
the presence of:

)
)
)
)

Common Seal
[REDACTED]



Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

EXECUTED as a DEED by
THE CO-OPERATIVE BANK p.l.c.
acting by

)
)
)
)
)
)

.....
in the presence of

.....

.....
Director

.....
Witness

Address:

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:

EXECUTED as a DEED by)
THE CO-OPERATIVE BANK p.l.c.)
acting by)
and)

signature of

.....
director

signature of

.....
director/secretary

THE COMMON SEAL of)
NATIONWIDE BUILDING SOCIETY)
was hereunto affixed in the presence of)
.....)

~~Authorised Signatory~~
[REDACTED]

[REDACTED]

[REDACTED]

AUTHORISED OFFICER
Nationwide Building Society

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK Plc)
acting by and)
.....)
.....)

signature of

.....
director

signature of

.....
director/secretary

THE COMMON SEAL of)
NATIONAL WESTMINSTER BANK 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)
NATIONAL WESTMINSTER BANK Plc)
acting by)
.....)
in the presence of)
.....)
.....)

.....
Director

.....

Witness

Address:

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK Plc)
acting by its attorney)
.....)
in the presence of)
.....)

National Westminster Bank Plc by its attorney

.....

Attorney [REDACTED]

.....

Witness [REDACTED]

Address:

[REDACTED]

EXECUTED as a DEED by)
LLOYDS BANK plc)
acting by its attorney)
.....)
in the presence of)
.....)

Lloyds Bank plc by its attorney

.....

Attorney

.....

Witness

Address:

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

signature of
.....
director

signature of
.....
director/secretary

EXECUTED as a DEED by)
LLOYDS BANK plc)
acting by its attorney)
[REDACTED])
.....)
in the presence of)
[REDACTED])
.....)

Lloyds Bank plc by its attorney
[REDACTED] [REDACTED]
..... ✓

Attorney
[REDACTED] [REDACTED]
..... ✕

Witness

Address: [REDACTED]
[REDACTED]

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

signature of

.....
director

signature of

.....
director/secretary

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

.....

Director

.....

Witness

Address:

Security Trustee

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

By: [REDACTED]

Title: [REDACTED]