



Registration of a Charge

Company name: **THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY**
Company number: **SC083026**

Received for Electronic Filing: **31/07/2019**



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Details of Charge

Date of creation: **30/07/2019**
Charge code: **SC08 3026 0014**
Persons entitled: **NATIONAL WESTMINSTER BANK PLC**
Brief description: **THE ASSIGNOR HEREBY ASSIGNS ABSOLUTELY WITH IMMEDIATE EFFECT TO THE ASSIGNEE THE FULL BENEFIT OF ALL OF ITS INTERESTS AND RIGHTS UNDER THE CONSTRUCTION DOCUMENTS AND ALL RIGHTS FOR THE ASSIGNOR TO SUE OR TAKE ACTION IN RESPECT OF ALL OF THE OBLIGATIONS CONTAINED IN ANY OF THE CONSTRUCTION DOCUMENTS.**

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:

ALEX LOUCH, WOMBLE BOND DICKINSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 83026

Charge code: SC08 3026 0014

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th July 2019 and created by THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2019 .

Given at Companies House, Edinburgh on 1st August 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**

Execution Form

30 July 2019

Deed of Assignment of Construction Documents
relating to the redevelopment of land and buildings at 207 Old Street and
211 Old Street, London EC1

Royal Bank of Scotland Plc ^{and}
National Westminster Bank Public Limited Company

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DATE 30 July

2019

PARTIES

- (1) **ROYAL BANK OF SCOTLAND** of 4th Floor, 250 Bishopsgate, London, England EC2M 4AA (Assignor).
- (2) **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY** (No. 00929027) whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA acting as Security Agent for the Finance Parties (Assignee).

BACKGROUND

- (A) The Assignor funded the Project and it has the benefit of the Construction Documents relating to the Project.
- (B) The Assignee is providing refinance for the Project.
- (C) The Assignor has agreed to assign to the Assignee all of its rights and interests under the Construction Documents relating to the Project as set out below.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the words below have the meanings next to them unless the context requires otherwise:

Construction Documents means the funder collateral warranties listed in the Schedule.

Counterparty means in relation to each Construction Document, the party named as counterparty in the Schedule to this Deed.

Finance Parties has the definition ascribed to it in the facility agreement dated 23 July 2018 and amended and restated pursuant to the deed of amendment and restatement dated on or about the date of this assignment.

Security Agent has the definition ascribed to it in the facility agreement dated 23 July 2018 and amended and restated pursuant to the deed of amendment and restatement dated on or about the date of this assignment.

Project means redevelopment of the land and buildings at 207 Old Street and 211 Old Street, London EC1 known as the Bower Development.

- 1.2 In this Deed unless the context requires otherwise:

1.2.1 references to a Clause or Schedule are to a clause of, or schedule to this Deed, references to this Deed include its schedules, and references in a Schedule to a paragraph are to a paragraph of that Schedule;

1.2.2 references to this Deed or any other document are to this Deed or that document as amended from time to time;

1.2.3 words denoting the singular include the plural and vice versa;

- 1.2.4 references to a **person** include any corporate or unincorporated body;
- 1.2.5 the table of contents and headings in this Deed do not affect its interpretation;
- 1.2.6 the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.7 references to the parties include their respective successors in title, permitted assignees, estates and legal personal representatives.

2. ASSIGNMENT

- 2.1 The Assignor hereby assigns absolutely with immediate effect to the Assignee the full benefit of all of its interests and rights under the Construction Documents and all rights for the Assignor to sue or take action in respect of all of the obligations contained in any of the Construction Documents.
- 2.2 As soon as practicable and in any event within 14 days following the date of this Deed, the Assignor shall deliver to the Assignee the Construction Documents.

3. NOTIFICATION TO COUNTERPARTIES

As soon as practicable following the date of this Deed in any event no later than 14 days, the Assignee shall give written notice of this Deed to each Counterparty and provide a copy of each such notice to the Assignor.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales which shall have jurisdiction to hear and decide any suit, action or proceedings and/or to settle any dispute or claim which may arise out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

5. RIGHTS OF THIRD PARTIES

Unless the right of enforcement is expressly provided for it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by the **ROYAL BANK OF SCOTLAND PLC:**

.....
Director/ authorised signatory

Signature (Witness)
.....

Print Name (Witness)..... SANDRA CARTER

Address 250 Bishopsgate,
London, EC2M 4AA

Occupation Agency Relationship Manager

Executed as a deed by **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY:**

.....
Director/ authorised signatory

Signature (Witness)

Print Name (Witness).....

Address

Occupation

Executed as a deed by the **ROYAL BANK OF SCOTLAND PLC:**

.....
Director/ authorised signatory

Signature (Witness)

Print Name (Witness).....

Address

Occupation

Executed as a deed by **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY:**


.....
Director/ authorised signatory

Signature (Witness)

Print Name (Witness) **CHRIS NEWMAN**

Address **280 Bishopsgate**

London

EC2M 4RB

Occupation **BANKER**

SCHEDULE 1

Construction Documents

	Date of Document	Counterparty	Brief description of document
1.	11 December 2017	(1) Allford Hall Monaghan Morris Limited (2) Royal Bank of Scotland Plc (3) Skanska Construction UK Limited	Architect's deed of funder warranty
2.	11 December 2017	(1) Curtins Consulting Limited (2) Royal Bank of Scotland Plc (3) Skanska Construction UK Limited	Transport consultant's deed of funder warranty
3.	11 December 2017	(1) Orsa Projects Limited (2) Royal Bank of Scotland Plc (3) Skanska Construction UK Limited	CDM coordinator's deed of funder warranty
4.	11 December 2017	(1) Second London Wall Project Management Limited (2) Royal Bank of Scotland Plc (3) Skanska Construction UK Limited	Employer's agent's deed of funder warranty
5.	11 December 2017	(1) Skanska Construction UK Limited Royal Bank of Scotland Plc	Contractor's deed of funder warranty
6.	11 December 2017	(1) Sweco UK Limited (2) Royal Bank of Scotland Plc (3) Skanska Construction UK Limited	Structural engineer's deed of funder warranty
7.	11 December 2017	(1) Waterman Structures Limited (2) Royal Bank of Scotland Plc (3) Skanska Construction UK Limited	Civil engineer's deed of funder warranty