

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 WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.companieshouse.gov.uk

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 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 must be scanned and placed on the public record.



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LD5

01/08/2013

#84

COMPANIES HOUSE

THURSDAY

1 Company details

Company number S C 0 9 0 3 1 2

Company name in full The Royal Bank of Scotland plc ("RBS plc")

67 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 d3 d0 m0 m7 y2 y0 y1 y3

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 DekaBank Deutsche Girozentrale (the "Bank")
Mainzer Landstraße 16, 60325 Frankfurt am Main, Germany

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.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

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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 Clifford Chance LLP X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Bryony Theaker (70-40467576)

Company name Clifford Chance LLP (via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ 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: 90312

Charge code: SC09 0312 0067

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th July 2013 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 1st August 2013.

Given at Companies House, Edinburgh on 6th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

**We hereby certify this
to be a true copy of the
original.**

EXECUTION VERSION

Signed Clifford Chance LLP Dated: 1 August 2013
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

DATED 30 JULY 2013

THE ROYAL BANK OF SCOTLAND PLC

IN FAVOUR OF

DEKABANK DEUTSCHE GIROZENTRALE

SUPPLEMENTAL DEED OF ASSIGNMENT

THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS 60637

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THIS SUPPLEMENTAL DEED OF ASSIGNMENT (the "**Supplemental Assignment**") is made by way of deed on 30 July 2013

BY:

- (1) **THE ROYAL BANK OF SCOTLAND PLC**, 36 St Andrew Square, Edinburgh, United Kingdom, EH2 2YB registered in Scotland with company number SC090312 ("**RBS plc**"); in favour of
- (2) **DEKABANK DEUTSCHE GIROZENTRALE**, Mainzer Landstraße 16, 60325 Frankfurt am Main ("**Bank**").

RECITALS:

- (A) On 12 May 2010, The Royal Bank of Scotland N.V. Niederlassung Deutschland ("**RBS N.V.**") and the Bank entered into a sub-participation agreement ("**Sub-Participation Agreement**") for the funded sub-participation of a portion of RBS N.V.'s commitments under the Hermes Facility and the UKF Facility (each as defined below).
- (B) Pursuant to the Sub-Participation Agreement, RBS N.V. assigned the Assigned Claims (as defined below) to the Bank.
- (C) On 10 September 2012, RBS N.V. transferred by way of a cross border merger all of its assets, rights and obligations to RBS plc.
- (D) RBS plc and the Bank wish to confirm the existing assignment created pursuant to the Sub-Participation Agreement and, without prejudice to the existing assignment, RBS plc wishes to assign the Assigned Claims to the Bank.
- (E) This Supplemental Assignment is supplemental to the Sub-Participation Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Assignment:

"**Assigned Claims**" means any and all of RBS plc's (formerly RBS N.V.'s) actual and future claims against the Bund arising out of or in connection with the Hermes Cover and UKF Policy and any and all of its actual and future claims under the Loan Documents in the proportion of the Bank's Proportion in RBS plc's (formerly RBS N.V.'s) Portion of the Loans.

"**Bank's Proportion**" means the share (expressed in per cent) of the Bank's sub-participation in the Loans as set forth in Preamble (B) and (C) of the Sub-Participation Agreement.

"**Bank's Sub-Participation**" means the amount of the Bank's sub-participation in RBS' Portion of the Hermes Facility as set forth in Preamble (B) of the Sub-

Participation Agreement and the amount of the Bank's sub-participation in RBS' Portion of the UFK Facility as set forth in Preamble (C) of the Sub-Participation Agreement.

"**Bund**" means the Federal Republic of Germany.

"**Effective Date**" means the date of this Agreement.

"**Hermes Cover**" means the Hermes Cover (*Finanzkreditdeckung*) from the Bund issued with respect to the Hermes Facility Agreement.

"**Hermes Facility**" means the Euro term loan facility made available under the Hermes Facility Agreement by the Hermes Facility Lenders, which includes RBS plc amongst others, as defined therein.

"**Hermes Facility Agreement**" means the facility agreement dated 16 March 2010 between the Borrower, Commerzbank Aktiengesellschaft, Filiale Luxemburg, as the Hermes Facility Agent and the Hermes Facility Lenders, which includes RBS plc amongst others, as defined therein.

"**Loan Documents**" means each of the following documents, jointly and severally: the Loan Agreements, the Common Terms Agreement, the Intercreditor Agreement, the Security and Accounts Agreement, the Hermes Cover and UFK Policy (including the general terms and conditions governing the export credit guarantees and the untied finance credit guarantees and the terms and conditions of the assignment of claims), the Securitisation Guarantees and the Exporter's Undertaking, and other security documents, if any (each as defined in the Sub-Participation Agreement).

"**Original Assignment**" means the assignment pursuant to clause 8.1 (*Assigned Claims*) of the Sub-Participation Agreement.

"**RBS plc's (formerly RBS N.V.'s) Portion of the Loans**" means RBS' Portion of the Hermes Facility and RBS' Portion of the UFK Facility (each as defined in the Sub-Participation Agreement).

"**UFK Policy**" means the guarantee (*Garantie für Ungebundene Finanzkredite*) from the Bund (represented by PricewaterhouseCoopers) in relation to the UFK Facility Agreement.

"**UFK Facility**" means the Euro term loan facility made available under the UFK Facility Agreement by the UFK Facility Lenders, which includes RBS plc amongst others, as defined therein.

"**UFK Facility Agreement**" means the facility agreement dated 16 March 2010 between the Borrower, Unicredit Bank AG as the UFK Facility Agent and the UFK Facility Lenders, which includes RBS amongst others, as defined therein.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Assignment, or the context otherwise requires, a term defined in the Sub-Participation Agreement has the same meaning in this

Supplemental Assignment and in any notice given under or in connection with this Supplemental Assignment.

1.3 Construction

- 1.3.1 The rules of construction set out in clause 1.3 (*Construction*) of the Sub-Participation Agreement shall apply to the construction of this Supplemental Assignment.
- 1.3.2 From the Effective Date the Sub-Participation Agreement shall be read and construed as one document with this Supplemental Assignment.
- 1.3.3 References in this Supplemental Assignment to any Clause or Schedule shall be to a clause of or schedule to this Supplemental Assignment.

1.4 Third Party Rights

A person who is not a party to this Supplemental Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Assignment.

2. CONFIRMATION OF EXISTING ASSIGNMENT

For the avoidance of doubt, RBS plc confirms for the benefit of the Bank that the Original Assignment remains in full force and effect.

3. SUPPLEMENTAL ASSIGNMENT

- 3.1 In addition and without prejudice to the confirmation in Clause 2 (*Confirmation of existing assignment*) and without prejudice but subject only to the Original Assignment, RBS plc herewith assigns to the Bank the Assigned Claims. The Bank herewith accepts the assignment of the Assigned Claims.
- 3.2 The provisions of clauses 8.2 (*Collection of Assigned Claims*) to 8.4 (*Reassignment of Assigned Claims*) of the Sub-Participation Agreement shall apply to the assignment in Clause 3.1 above.

4. AMENDMENTS TO THE SUB-PARTICIPATION AGREEMENT

With effect from the Effective Date the Sub-Participation Agreement shall be amended as follows:

- (a) each reference to "The Royal Bank of Scotland N.V. Niederlassung Deutschland" shall be deleted in its entirety and replaced with a reference to "The Royal Bank of Scotland plc";
- (b) each reference to "RBS" shall be deleted in its entirety and replaced with a reference to "RBS plc"; and
- (c) clause 12.3 (*Service of process*) shall be deleted in its entirety.

5. REPRESENTATIONS

RBS makes the following representations and warranties to the Bank and acknowledges that the Bank has relied upon these representations and warranties.

Since the date of the Original Assignment:

- (a) it has not made any assignment of the Assigned Claims; and
- (b) it has not sold or disposed of or granted any interest in, or rights in respect of any of its right, title and interest in, the Assigned Claims.

6. MISCELLANEOUS

6.1 Registration

RBS plc shall use reasonable endeavours to register the supplemental assignment created under Clause 3.1 with the Registrar of Companies / Companies House within twenty one (21) days of the date of this Supplemental Assignment. RBS plc shall deliver a copy of the certificate of registration to the Bank upon registration without undue delay.

6.2 Incorporation of terms

The provisions of clauses 11 (*Notices*) and 12.2 (*Jurisdiction*) of the Sub-Participation Agreement (as amended by this Supplemental Assignment) are incorporated into this Supplemental Assignment as if set out in full in this Supplemental Assignment, but so that references into those clauses to "**this Agreement**" are references to this Supplemental Assignment.

6.3 Sub-Participation Agreement

Except insofar as supplemented and amended by this Supplemental Assignment, the Sub-Participation Agreement shall remain in full force and effect.

6.4 No merger

For the avoidance of doubt, the assignment (whether at law or in equity) created by the Sub-Participation Agreement shall continue in full force and effect notwithstanding this Supplemental Assignment and shall not merge in any assignment constituted by this Supplemental Assignment or be released, extinguished or affected in any way by the assignment constituted by this Supplemental Assignment.

6.5 Counterparts

This Supplemental Assignment 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 Supplemental Assignment.

7. GOVERNING LAW

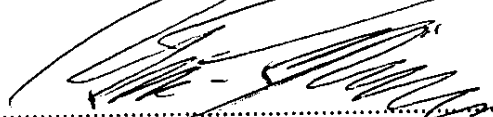
This Supplemental Assignment and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL ASSIGNMENT has been signed on behalf of the Bank and executed as a deed by RBS plc and is delivered by it on the date specified above.

EXECUTION PAGES TO SUPPLEMENTAL ASSIGNMENT

RBS PLC

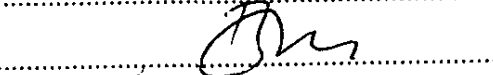
EXECUTED as a DEED
by THE ROYAL BANK OF SCOTLAND PLC



Director

Ralf Pepmüller

Name of Director



Director/Secretary

(Frank Birke)

Name of Director/Secretary

Address: JUNGHOFFSTRASSE 22, D-60311 FRANKFURT AM MAIN, GERMANY

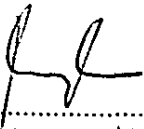
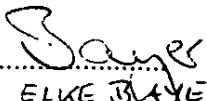
Fax: +49 69 2690 0459

Attention: FRANK BIRKE

The Bank

SIGNED for and on behalf of
DEKABANK DEUTSCHE GIROZENTRALE

By:.....

 
WOLFGANG KÄMPKEN ELKE BAYER
Address: MAINZER LANDSTRASSE 16
60325 FRANKFURT GERMANY
Fax: +49 (0) 69 7147 2171

Attention: Ms ELKE BAYER

Bryony Theaker, Room 29 e. 8, Extension 2162 .

Clifford Chance LLP