

MR01

Particulars of a charge

13/040877

Oyez

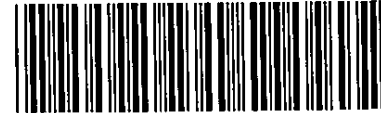
A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://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 for**  
You may not use this form to  
register a charge created or evidenced by  
an instrument. Use

For further information please  
go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



\*S2FP60RL\*

SCT

28/08/2013

#341

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of  
the charge. If it is delivered outside of the 21 days it will be rejected unless it is  
delivered with 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.

WEDNESDAY

**1 Company details**

Company number S C 0 9 0 3 1 2

Company name in full THE ROYAL BANK OF SCOTLAND PLC

For official use

**Filing 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 2 6 0 8 2 0 1 3

**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 OESTERREICHISCHE KONTROLLBANK AKTIENGESELLSCHAFT

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

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

MR01

Particulars of a charge

8

**Trustee statement** ⓘ

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.

☐

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

9

**Signature**

Please sign the form here.

Signature

Signature

X *D.I. C* X

**For and on behalf of Dundas & Wilson CSLLP**

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

# MR01

## 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  
RBS001.1657

Company name  
DUNDAS & WILSON CS LLP

Address  
SALTIRE COURT  
20 CASTLE TERRACE

Post town

Country/Region  
EDINBURGH

Postcode  
E H 1 2 E N

Country

DX

Telephone



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 90312

Charge code: SC09 0312 0068

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th August 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 28th August 2013.

Given at Companies House, Edinburgh on 30th August 2013




Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

DUNDAS & WILSON

  
For and on behalf of Dundas & Wilson CS LLP  
Date

**SCOTTISH ASSIGNATION IN SECURITY**

by

**The Royal Bank of Scotland plc Niederlassung Frankfurt**

In favour of

**Oesterreichische Kontrollbank Aktiengesellschaft**

Ref: DIC/RBS001.1657

## INDEX

1.	Interpretation	1
2.	Obligation to Pay	2
3.	Assignment in Security	2
4.	Perfection of Security	3
5.	Additional Security Provisions	3
6.	Enforcement of Security	3
7.	Application of Enforcement Moneys	4
8.	Retrocession	4
9.	Protection of Security	4
10.	Further Assurance	6
11.	Expenses	6
12.	Notices	6
13.	Governing Law and Jurisdiction	7
14.	Consent to Registration	8
Part 1	The Contracts	9
Part 2	Form of Intimation	10

WE, THE ROYAL BANK OF SCOTLAND PLC, a company incorporated under the law of Scotland (registered number SC090312) having our registered office at 36 St Andrew Square, Edinburgh, EH2 2YB, acting through our Frankfurt branch (the **Assignor**);

**CONSIDERING THAT** the Assignor has agreed to secure its obligations to Oesterreichische Kontrollbank Aktiengesellschaft, a bank incorporated under the laws of Austria of A-1011 Vienna, Am Hof 4, Austria, (OeKB) under the refinancing agreement (the **Agreement**) dated 16 July 2013 between the Assignor as a borrower and OeKB by the grant to OeKB of an assignation in security in Scottish form, being this Assignment.

NOW IT IS HEREBY PROVIDED AND DECLARED THAT:

1. **INTERPRETATION**

1.1 In this Assignment:

**Assigned Rights** means the assets and rights assigned or to be assigned in security by or pursuant to this Assignment;

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for business in Frankfurt am Main and Vienna;

**Contracts** means the Contracts of the Assignor, particulars of which are set out in Part 1 of the Schedule;

**Default Rate** means the rate equal to 2% above the interest rate specified in the clause headed "Zinssatz" in the Agreement;

**Enforcement Event** means the Assignor fails to pay any sum payable by it pursuant to the clause headed "Rückzahlung" in the Agreement when due, and such failure is not remedied within five days after the date of notice by OeKB requiring such remedy;

**Insurer** has the meaning specified in Part 1 of the Schedule;

**Rights** in relation to any contract, agreement or arrangement includes:

- a) the right to receive all and any moneys payable thereunder;
- b) the proceeds of any payment thereunder;
- c) all claims for damages for any breach thereof (except for a breach by the Assignor);
- d) the benefit of all warranties and indemnities contained therein;
- e) any right to terminate the same; and
- f) the right to perform and observe the provisions of the same and to compel the performance and observance of the same;



**Secured Liabilities** means all present and future obligations and liabilities of the Assignor hereunder and under the Agreement, whether actual, contingent, sole, joint and/or several or otherwise; and

**Security Period** means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities which have arisen or which may arise have been irrevocably paid and discharged or the security hereby created has been finally released and discharged.

- 1.2 Unless otherwise stated, terms and expressions defined in the Agreement shall have the same meaning herein.
- 1.3 The expressions the **Assignor** and **OeKB** shall include the successors, assignees and transferees of the Assignor and OeKB.
- 1.4 Unless any provision of this Assignment or the context otherwise requires, any reference herein to any statute or any section of any statute shall be deemed to include a reference to any statutory modification or re-enactment thereof for the time being in force.
- 1.5 In this Assignment the singular includes the plural and vice versa. Clause headings are for convenience of reference only.
- 1.6 Any reference in this Assignment to a document of any kind whatsoever (including this Assignment) is to that document as amended or varied or supplemented or novated or substituted from time to time.

## 2. **OBLIGATION TO PAY**

- 2.1 We the Assignor undertake to OeKB that we will pay or discharge to OeKB or as it may direct the Secured Liabilities on the due date therefor in accordance with the terms of the Agreement and/or this Assignment.

## 3. **ASSIGNATION IN SECURITY**

In security of the due and punctual payment and performance by us of the Secured Liabilities we, the Assignor, hereby assign to OeKB our whole right, title, interest and benefit in and to:

- 3.1 the Contracts; and
- 3.2 all Rights of the Assignor relative to the Contracts,

but in relation to the Contract entitled "Facility Agreement", our assignment to OeKB extends only in so far as the same relates to an amount equal to up to 95% of the amount of the Facilities (as such term is defined therein).

**4. PERFECTION OF SECURITY**

- 4.1 We bind and oblige ourselves to take all steps as are within our power as OeKB may request to perfect under any appropriate law the security hereby intended to be granted or any security interest constituted pursuant to this Assignment in respect of all or any of the Assigned Rights or for the purposes of protecting such security or facilitating the realisation of the Assigned Rights or the exercise of OeKB's rights hereunder.
- 4.2 We, the Assignor shall forthwith upon the execution of this Assignment co-operate with OeKB in procuring that intimation is made to such parties as OeKB may require of the fact that an assignment of the Assignor's interest in the Assigned Rights has been made in favour of OeKB, such intimations to be substantially in the form of Part 2 of the Schedule, and that OeKB receives an acknowledgement and agreement in the form contemplated thereby.

**5. ADDITIONAL SECURITY PROVISIONS**

- 5.1 OeKB agrees with the Assignor that, all payments due from the parties under the Contracts shall be paid to the Assignor in accordance with the provisions of the Contracts unless and until OeKB notifies a party which is to make such payment that an Enforcement Event has occurred whereupon all payments so due shall be paid to OeKB to such account as OeKB may specify.
- 5.2 No obligations shall be assumed by OeKB under any Contract by virtue of the execution and delivery of this Assignment and no liability shall fall upon OeKB by virtue thereof in consequence of any failure by us to perform our obligations thereunder.
- 5.3 OeKB undertakes not to communicate with, have dealings with, enforce any of its rights or receive payment under or in respect of the Contracts and/or this Assignment, other than in accordance with the terms of this Assignment.

**6. ENFORCEMENT OF SECURITY**

- 6.1 The security hereby granted and any security interest created pursuant hereto shall immediately become enforceable upon the occurrence of an Enforcement Event.

At any time thereafter OeKB shall be entitled (but shall not be obliged), without any notice to us the Assignor or otherwise and whenever OeKB thinks fit, to exercise all rights and powers in relation to the Assigned Rights which could have been exercised by us, the Assignor, prior to the security hereby granted or created pursuant hereto becoming enforceable including all powers to take possession of or sell or otherwise dispose of the Assigned Rights or any part thereof as if OeKB was the absolute owner of the same and pending any such sale or other disposal to receive and to apply in or towards satisfaction of the Secured Liabilities any profits or benefits or property of any kind derived from the Assigned Rights or accruing by virtue of the exercise of such rights or powers.



## **7. APPLICATION OF ENFORCEMENT MONEYS**

- 7.1 All moneys received by OeKB under or by virtue of this Assignment following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or pari passu with the claims of OeKB hereunder, in the following order:
- 7.1.1 in or towards payment of all costs, charges and expenses of or incidental to the enforcement of the security hereby granted or constituted pursuant hereto;
  - 7.1.2 in or towards satisfaction of the Secured Liabilities in such order as OeKB may from time to time require; and
  - 7.1.3 any surplus shall be paid to us, the Assignor or any other person entitled thereto.

## **8. RETROCESSION**

- 8.1 Upon irrevocable payment or discharge in full of the Secured Liabilities, OeKB shall at our request and cost retrocede and re-assign to us (or as we direct) our whole right, title, interest and benefit in and to the Assigned Rights.
- 8.2 Notwithstanding any other provision in this Assignment, if and to the extent that OeKB is entitled to receive any compensation or indemnity under the Contract entitled "ECA Cover" or the Insurer requests as a pre-condition to pay any such compensation or indemnity under the Contract entitled "ECA Cover", OeKB will promptly reassign to us, the Assignor (or any other person designated by the Assignor), the relevant and equivalent portion of the Assigned Rights assigned under and in relation to the Contract entitled "Facility Agreement", such portion to correspond to such compensation or indemnity as has been received by OeKB and OeKB hereby undertakes to execute such documents as we, the Assignor, may reasonably require in order to effect such reassignment.

## **9. PROTECTION OF SECURITY**

- 9.1 The security created by, and any security interest constituted pursuant to, this Assignment shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever, and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities, and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.
- 9.2 The security created by, and any security interest constituted pursuant to, this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which OeKB may now or at any time hereafter hold for all or any part of the Secured Liabilities.



- 9.3 No failure on the part of OeKB to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedies provided by law.
- 9.4 Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.5 If OeKB receives or are deemed to be affected by notice whether actual or constructive of any subsequent security or other interest affecting any part of the Assigned Rights and/or the proceeds of sale thereof, OeKB may open a new account or accounts with the Assignor. If OeKB does not open a new account they shall nevertheless be treated as if they had done so at the time when they received or were deemed to have received notice and as from that time all payments made to OeKB shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Assignment is security.
- 9.6 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights, powers, discretions and remedies conferred upon OeKB by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:
- 9.6.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to OeKB being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by OeKB from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
  - 9.6.2 OeKB compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Assignor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person; or
  - 9.6.3 any act or omission which would not have discharged or affected the liability of the Assignor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Assignor from the Secured Liabilities; or



- 9.6.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Assignor.
- 9.7 OeKB shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:
- 9.7.1 take any action or obtain judgment or decree in any Court against us, the Assignor, or
- 9.7.2 make or file any claim to rank in a winding-up or liquidation of us, the Assignor.

**10. FURTHER ASSURANCE**

We, the Assignor, shall execute and do all such assurances, acts and things as OeKB may require for perfecting the security created by or pursuant to this Assignment over the Assigned Rights.

**11. EXPENSES**

We, the Assignor, bind and oblige ourselves for the whole expenses of completing and enforcing the security hereby granted and any security interest constituted pursuant hereto and the expenses of any translation, retrocession or discharge hereof and thereof.

**12. NOTICES**

- 12.1 All notices, requests, demands and other communications to be given under this Assignment shall become effective as follows (references to times are to times in the place of delivery of the communication):
- 12.1.1 a hand-delivered letter will be effective as soon as it is delivered (or, if it is delivered after 5pm or on a day that is not a Business Day, it will be effective at 9am on the next Business Day);
- 12.1.2 a letter sent by post from and to an address in the UK will be effective at 9am on the second Business Day after it is posted and a letter sent by airmail from or to an address elsewhere will be effective at 9am on the tenth Business Day after it is posted; and
- 12.1.3 a fax will be effective one hour after the sending fax machine (or other system) generates a confirmation that the communication has been sent in full (or, if this occurs after 5pm or on a day that it not a Business Day, it will be effective at 9am on the next Business Day).

12.2 The address and details for notices, requests, demands and other communications to be given under this Assignment are as follows:

12.2.1 the address and facsimile number of OeKB are:

1011 Vienna, Strauchgasse 1-3, Austria

Fax: +43 (1) 531 27-5533

or such other address or facsimile number as OeKB may notify to the Assignor by not less than five Business Days' notice in writing; and

12.2.2 the address and facsimile number of the Assignor are:

The Royal Bank of Scotland plc Niederlassung Frankfurt

Junghofstraße 22

60311 Frankfurt am Main

Germany

fax: +49 (0)69 2690 2119

or such other address or facsimile number as the Assignor may notify to OeKB by not less than five Business Days' notice in writing.

### 13. GOVERNING LAW AND JURISDICTION

13.1 This Assignment (including any non-contractual dispute or claim arising out of or in connection with this Assignment) shall be construed and governed in all respects in accordance with the law of Scotland.

13.2 For the benefit of OeKB, the Assignor irrevocably agrees that the Court of Session in Edinburgh is to have jurisdiction to settle any disputes (including any non-contractual dispute or claim) which may arise out of or in connection with this Assignment and that, accordingly, any suit, action or proceedings arising out of or in connection with this Assignment (Proceedings) may be brought in that Court.

13.3 Nothing in this Clause 13 shall affect any right any person may have to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any jurisdiction preclude any person from taking Proceedings in any other jurisdiction.

## 14. CONSENT TO REGISTRATION

We hereby consent to the registration of this Assignment for preservation: **IN WITNESS WHEREOF** this Assignment consisting of this and the preceding seven (7) pages and the Schedule attached are executed as follows:

SUBSCRIBED for and on behalf of THE ROYAL BANK OF SCOTLAND PLC  
NIEDERLASSUNG FRANKFURT

by CHRISTINE JORDAN  
Mild. Houben Authorised Signatory

at Frankfurt on the 14 day of August 2013

in the presence of:

x [REDACTED] Witness

Dana Scheid Name

Jungthofstr. 22 Address

60311 Frankfurt, Germany

Administrative Associate Occupation

SUBSCRIBED for and on behalf of OESTERREICHISCHE KONTROLLBANK  
AKTIENGESELLSCHAFT

by HARALD KLEE Authorised Signatory

and HANS MIEHL Authorised Signatory

at VIENNA on the 26 day of August 2013

in the presence of:

x [REDACTED] Witness

CHRISTOPH SEPER Name

STRAUCHGASSE 1-3 Address

1011 WIEN

EMPLOYEE / SENIOR  
MANAGER Occupation

This is the Schedule referred to in the foregoing Scottish Assignment in Security by  
The Royal Bank of Scotland plc Niederlassung Frankfurt in favour of Oesterreichische  
Kontrollbank Aktiengesellschaft

**PART 1**  
**THE CONTRACTS**

<b>Parties</b>	<b>Contract Title</b>	<b>Date</b>
Sarens Nass Middle East W.L.L. (as borrower), Sarens NV, Sarens Bestuur NV and Abdulla Ahmed Nass & Sons Co. W.L.L. (as guarantors) and The Royal Bank of Scotland plc Niederlassung Frankfurt (as lender)	Facility Agreement	24 April 2013
Euler Hermes Deutschland AG (the "Insurer") and The Royal Bank of Scotland plc Niederlassung Frankfurt	Policy no. DN 328667/MFA 900146/FKG (isoliert) Bahrain ("ECA Cover")	3 June 2013



**PART 2**  
**FORM OF INTIMATION**

To: [●]

● 2013

Dear Sirs

We refer to the [*specify Contract*] entered into on ● 2013 between ourselves[, ●] and yourselves (the Contract).

We enclose a certified true copy of a Scottish Assignment in Security dated ● 2013 (the Assignment) between us and Oesterreichische Kontrollbank Aktiengesellschaft, a bank incorporated under the laws of Austria of A-1011 Vienna, Am Hof 4, Austria (OeKB), of all our right, title, interest and benefit in and to the Contract[, (but only insofar as such right, title, interest and benefit relates to an amount equal to up to 95% of the [amount of the Facilities] (as such term is defined in the Contract))<sup>1</sup>] (the assigned rights). Accordingly, we hereby give you notice of the Assignment.

Please note that (a) all payments due from you under the Contract should be paid to us in accordance with the provisions of the Contract unless and until you receive notice from OeKB that an Enforcement Event has occurred whereupon all payments in respect of the assigned rights shall be paid to OeKB to such account as OeKB may specify from time to time and (b) in accordance with the terms of the Assignment we remain liable for the performance of our obligations and liabilities under the Contract.

Yours faithfully

for and on behalf of The Royal Bank of Scotland plc Niederlassung Frankfurt

---

<sup>1</sup> In the case of the intimation relating to the Contract entitled "ECA Cover", the words in square brackets should be omitted.