

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on

☒ **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 the
instrument. Use form MR01



S6GFRX08

SCT

05/10/2017

#220

COMPANIES HOUSE

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 S C 0 9 0 3 1 2
Company name in full THE ROYAL BANK OF SCOTLAND PLC

For official use
1115
→ **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 0 d 3 m 1 m 0 y 2 y 0 y 1 y 7

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
(as Security Trustee)

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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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.

Brief description

N/A

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.

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).

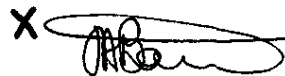
9

Signature

Please sign the form here.

Signature

Signature



04/10/17

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	James Bourner
Company name	The Royal Bank of Scotland <i>plc</i>
Address	Floor 9
	280 Bishopsgate
Post town	London
County/Region	London
Postcode	E C 2 M 4 R B
Country	United Kingdom
DX	
Telephone	07730 425807



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 90312

Charge code: SC09 0312 0115

The Registrar of Companies for Scotland hereby certifies that a charge dated 3rd October 2017 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 5th October 2017.

Given at Companies House, Edinburgh on 10th October 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

TRAVERS SMITH

10 Snow Hill London EC1A 2AL
+44 (0)20 7295 3000 | www.traverssmith.com

DATED *3rd October* 2017

(1) THE CHARGOR

(2) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND AS THE SECURITY TRUSTEE

DEED OF CHARGE

(RELATING TO THE IMAGE CLEARING SYSTEM)

I certify that this is a correct and true copy of the original document.

*James. A. McCaughey LWB, Solicitor
(JAMES. A. MCCAUGHEY)
Managing Legal Counsellor, RBS Legal, Strategic Services,
RBS plc, 1 Princes Street, 2nd Floor,
London EC2R 8PB.*

4th October 2017

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THIS DEED is dated

BETWEEN:

- (1) The Royal Bank of Scotland PLC with registration number SC090312 and registered office at 36 St Andrews Square, Edinburgh, EH2 2YB (the "**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 itself and the Beneficiaries.

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the settlement arrangements that support the Image Clearing System (the **ICS**), the system for the clearing and settlement of cheques and other instruments by way of electronic presentment, which is operated by Cheque and Credit Clearing Company Limited.
- (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 this Security shall take effect at 00:01hrs on the Effective Date.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Beneficiary means, for each Dedicated Liquidity Cycle Period in respect of which the Chargor has a present obligation to settle a Single Amount under Clause 2 (*Covenant to Settle*), each other settlement participant whose Single Amount as calculated by the ICS Operator under the Netting Account in respect of that Dedicated Liquidity Cycle Period is a positive number.

Credit Balance means all amounts from time to time standing to the credit of the ICS RCA.

Effective Date is 9 October 2017.

ICS Glossary is that part of the ICS Manual which is entitled, the "ICS Glossary".

ICS Manual is the document which is entitled, the "ICS Manual" as Issued by the ICS Operator.

ICS Operator is Cheque and Credit Clearing Company Limited incorporated in England and Wales under number 1962903 whose registered office is at 2 Thomas More Square, London E1W 1YN.

ICS RCA is account number 90500237 denominated in sterling and maintained by the Bank of England (as SSP and as operator of the RTGS System) in the name of the Chagor:

- (a) in which funds are credited and irrevocably appropriated for the purposes of the settlement of Relevant Payment Messages by the Chagor; and
- (b) which is linked in the ICS Central System to the Specified Participant ID.

ICS RTGS Account is account number 13200011 denominated in sterling and maintained by the Bank of England (as SSP and as operator of the RTGS System) in the name of the Chagor:

- (a) which the Bank of England has agreed may be used for the purpose of debiting or, as the case may be, crediting any Single Amount due from or to the Chagor in respect of a Dedicated Liquidity Cycle Period; and
- (b) which is linked in the ICS Central System to the Specified Participant ID.

ICS Service Description is that part of the ICS Manual which is entitled, the "ICS Service Description".

Party means a party to this Deed.

RTGS Account Mandate Terms and Conditions means the terms and conditions on which the Bank of England (as Settlement Service Provider) offers the ICS RCA and ICS RTGS Account to the Chagor (as a settlement participant).

Secured Obligations means the obligations of the Chagor under Clause 2 (*Covenant to Settle*) and Clause 9 (*Expenses and Indemnity*).

Security Interest means any 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 the period:

- (a) beginning on the Effective Date; and
- (b) ending on the date when all Secured Obligations have been irrevocably and unconditionally paid and discharged in full.

Single Amount, in respect of a Dedicated Liquidity Cycle Period, is the amount calculated by the ICS Operator under the Netting Account for each Participant ID of a settlement participant for that Dedicated Liquidity Cycle Period; and such amount may be either a negative number (representing a sum payable by a settlement participant) or a positive number (representing a sum payable to a settlement participant).

SSP means the Bank of England when acting in its capacity as provider of settlement services in relation to the ICS under separate contract with the ICS Operator.

Specified Participant ID relates to identification code 000010 used in connection with the Chagor's participation as a settlement participant in the ICS.

1.2 Construction and effect

1.2.1 Terms used in this Deed, which are not defined in Clause 1.1, shall have the same meaning as given to them in the ICS Glossary.

1.2.2 In this Deed, unless the context otherwise requires, any reference to:

- (a) a **person** shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (b) **this Deed** shall be construed as a reference to this Deed as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, this Deed;
- (c) any other agreement, instrument or document (including the ICS Manual or any part of the ICS Manual) shall be construed as a reference to such agreement, instrument or document (or such part) as the same may from time to time be amended, varied, supplemented, novated or replaced and shall include any document which is supplemental to, or is expressed to be collateral to, or is entered into pursuant to or in accordance with the terms of, such agreement, instrument or document (or such part);
- (d) numbered Clauses or paragraphs are to clauses or paragraphs of this Deed; and
- (e) **this Security** means any security created or purportedly created by this Deed.

1.2.3 For the purposes of this Deed:

- (a) the clause headings in this Deed are for ease of reference only and shall not affect its interpretation;
- (b) in construing its terms, general words whether or not introduced by the word **other** shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and

- (c) words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

1.2.4 In the event of any material ambiguity, this Deed shall be interpreted in the manner most conducive to the establishment, promotion and maintenance of:

- (a) the ICS as an orderly payment system; and
- (b) high standards of integrity and fair dealing in accordance with best practice.

1.2.5 The provisions of this Deed (other than those contained in this Clause 1.2.5) shall have no effect until the Effective Date.

2. COVENANT TO SETTLE

2.1 The Chargor hereby covenants with the Security Trustee (for itself and as trustee for the Beneficiaries) that in respect of each Dedicated Liquidity Cycle Period it shall immediately settle any Single Amount which is payable by it, under its Specified Participant ID and upon the completion by the ICS Operator of the Netting Account for that Dedicated Liquidity Cycle Period.

3. CREATION OF SECURITY

3.1 General

3.1.1 This Security:

- (a) is created in favour of the Security Trustee;
- (b) is created over present and future assets of the Chargor (as described in Clause 3.2);
- (c) is security for the payment of the Secured Obligations; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.1.2 The Security Trustee holds the benefit of this Security for itself and on trust for the Beneficiaries from time to time.

3.2 Charge

The Chargor hereby charges in favour of the Security Trustee (for itself and as trustee for the Beneficiaries), as security for the performance, payment and discharge of the Secured Obligations, by way of a first fixed charge all of the Chargor's right, title and interest in or in relation to the Credit Balance.

4. REPRESENTATIONS

4.1 Representations

The Chargor makes the following representations to the Security Trustee (for itself and as trustee for the Beneficiaries) on each ICS Business Day and on each other date while this Security remains in full force and effect as a continuing security for the Secured Obligations, by reference to the circumstances then prevailing.

4.1.1 Power and authority

The Chargor 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.

4.1.2 Legal Validity

This Deed constitutes legal, valid and binding obligations enforceable in accordance with its terms and creates the security 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.

4.1.3 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.

4.1.4 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.

4.1.5 Credit Balance

- (a) It is the sole beneficial owner of the Credit Balance and the entitlements and debts represented by such Credit Balance.
- (b) The Credit Balance and the entitlements and debts represented by such Credit Balance 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.

5. RESTRICTIONS ON DEALINGS

5.1 The Chargor may not:

5.1.1 create or permit to subsist any Security Interest over the ICS RCA or its right, title and interest in or in relation to the Credit Balance (other than any Security Interest created by the Chargor under this Deed), or otherwise assign, transfer or declare a trust over any such right, title or interest; or

5.1.2 during and in respect of any Dedicated Liquidity Cycle Period, pay, withdraw or transfer (or instruct the Security Trustee to pay, withdraw or transfer) all or any part of the Credit Balance until after the final settlement of all Relevant Payment Messages sent to the ICS Central System during that Dedicated Liquidity Cycle Period (including, where relevant, through the application under Clause 7.1.1 of all or any part of the Credit Balance to complete the Chargor's performance of any or all of its obligations under Clause 2 (*Covenant to Settle*)) and either:

(a) the application under Clause 7.1.2 of all or any part of the Credit Balance in or towards the discharge of any or all costs and expenses payable by the Chargor to the Security Trustee under Clause 9 (*Expenses and Indemnity*); or

(b) the determination by the Security Trustee either:

(i) that the Chargor has no present obligation to pay the Security Trustee under Clause 9 (*Expenses and Indemnity*); or

(ii) (under Clause 6.2) that it is neither necessary nor appropriate to apply all or any part of the Credit Balance in order to complete the Chargor's performance of any or all of its obligations under Clause 9 (*Expenses and Indemnity*);

except in the case of Clause 5.1.2 as may be expressly permitted or contemplated under the Drawdown Procedures.

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Enforceable

This Security shall, without prior notice to the Chargor, be immediately enforceable by the Security Trustee at any time (and from time to time) on or after:

6.1.1 the Chargor having a present obligation to settle under Clause 2 (*Covenant to Settle*); and/or

6.1.2 the Chargor having a present obligation to pay the Security Trustee under Clause 9 (*Expenses and Indemnity*).

6.2 Shortfall

If, at any time after this Security becomes enforceable, the funds held in the ICS RTGS Account are insufficient:

- 6.2.1 to complete the Chargor's performance of its obligation to settle under Clause 2 (*Covenant to Settle*); and
- 6.2.2 to discharge and pay in full any amounts payable by the Chargor under Clause 9 (*Expenses and Indemnity*),

then the Security Trustee shall apply the Credit Balance in accordance with Clause 7.1.

7. APPLICATION OF CREDIT BALANCE

7.1 After this Security has become enforceable and the Security Trustee identifies pursuant to Clause 6.2 that it is necessary to take the actions described in either or both of Clauses 7.1.1 and 7.1.2 below, the Security Trustee shall apply all or any part of the Credit Balance standing to the credit of the ICS RCA at the end of a Dedicated Liquidity Cycle Period in the following order of priority:

- 7.1.1 first, (except to the extent that, but for this Clause 7.1.1, completion of settlement of all Relevant Payment Messages would have been able to take place) in or towards payment or provision for those liabilities, costs and expenses payable by the Chargor to the Bank of England (whether as Security Trustee, Settlement Service Provider or otherwise) under or in connection with this Deed;
- 7.1.2 second, in or towards settlement of any Single Amount (or part of any Single Amount) receivable by (but unpaid to) a Beneficiary in respect of the Dedicated Liquidity Cycle Period (but so that the amount of the Credit Balance so applied shall not exceed that part of the Single Amount payable by the Chargor which is not at that time immediately settled or settleable by way of debit from the ICS RTGS Account); and
- 7.1.3 third, in payment of the surplus (if any) to the Chargor.

7.2 Save where Clause 7.1 applies, nothing in this Deed shall prejudice the existence of or affect the ability of the Bank of England (whether as Security Trustee, Settlement Service Provider or otherwise) to exercise any lien, right of retention, right of set-off or combination nor other similar right that it may have in respect of all or any part of the Credit Balance standing to the credit of the ICS RCA whether arising or implied by reason of or under contract (including under the RTGS Account Mandate Terms and Conditions), operation of law, statute or otherwise.

8. EFFECTIVENESS OF SECURITY

8.1 Continuing Security

This Security shall remain in full force and effect as a continuing security for the Secured Obligations until it is released by the Security Trustee in accordance with Clause 12. Without prejudice to Clause 5.1.2, no part of this Security will be considered satisfied or

discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

8.2 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Deed shall in any way be affected or impaired thereby and, if any part of this Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of this Security.

9. EXPENSES AND INDEMNITY

9.1 Expenses

The Chargor shall:

9.1.1 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, the Chargor) by the Security Trustee 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

9.1.2 keep the Security Trustee indemnified against any failure or delay in paying those costs or expenses.

9.2 ICS RCA

The 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 it in connection with the opening, maintenance and operation of an ICS RCA.

10. FURTHER ASSURANCES

10.1 The Chargor shall, at its own expense, take whatever action the Security Trustee may require for:

10.1.1 creating, perfecting or protecting this Security; or

10.1.2 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 the Chargor's right, title and interest in or in relation to the Credit Balance.

This includes:

(a) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Trustee or to its nominee; or

(b) 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

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 11.

12. RELEASE

After the end of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Chargor's right, title and interest in or in relation to the Credit Balance from this Security.

13. CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to directly or indirectly enforce any of its terms.

14. 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.

14.1 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.

14.2 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.

15. 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 and delivered on the date stated at the beginning of this Deed.

SIGNATORIES

The Chargor

EXECUTED as a DEED

by

The Royal Bank of Scotland plc

by its duly authorised Attorney



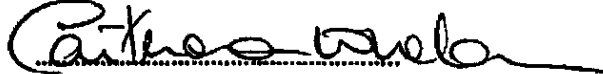
Signed as an attorney for and on behalf of The Royal Bank of Scotland plc

MARION KING

Name of Attorney (in block capitals)

DIRECTOR OF PAYMENTS

Title



Signature of Witness

CAITRIONA WHELAN

Name (in block capitals)

Head of Compliance & Controls

Title

The Security Trustee

THE GOVERNOR AND

COMPANY OF THE BANK

OF ENGLAND

By:

Title:

M-J-L

HEAD OF DIVISION