

006733/2159

M

COMPANIES FORM No. 410(Scot)
**Particulars of a charge created
 by a company registered in Scotland**

410

CHWP000

A fee of £13 is payable to Companies House in respect
 of each register entry for a mortgage or charge **COMPANIES HOUSE**

Please do not
 write in
 this margin

Pursuant to section 410 of the Companies Act 1985

Please complete
 legibly, preferably
 in black type, or
 bold block lettering

To the Registrar of Companies
 (Address overleaf - Note 6)

For official use

Company number

12

SC327000

Name of company

* Bank of Scotland Plc (the Chargor)

Date of creation of the charge (note 1)

25 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 1)

The Deed of Charge ("Deed") made between, inter alia, the Chargor and the Chargee

Amount secured by the charge

The Secured Liabilities, as defined in the Continuation Sheet attached to this Form 410

If there is not enough
 space on this form
 you may use the
 prescribed
 continuation sheet
 410cs

Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of England

Threadneedle Street, London (as Security Trustee for the Security Beneficiaries)

EC2R 8AH

Presenter's name address telephone
 number and reference (if any):

APACS (Administration) Ltd; Legal
 Mercury House, Triton Court, 14
 Finsbury Sq, London, EC2A 1LQ

For official use (02/06)
 Charges Section

WEDNESDAY
 04/04/2009



SCT	15/04/2009	336
COMPANIES HOUSE		
A04	04/04/2009	58
COMPANIES HOUSE		

Short particulars of all the property charged.

Please do not
write in
this margin

Please see continuation sheet attached

Please complete
legibly, preferably
in black type, or
bold block
lettering

If there is not enough
space on this form
you may use the
prescribed
continuation sheet
410cs

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

Particulars as to commission, allowance or discount paid (see section 413(3))

NIL

A fee is payable
to Companies
House in respect
of each register
entry for
a mortgage or
charge.
(See Note 5)

Signed _____ Date 26/03/2009

On behalf of [company] [chargee]†

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording / registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and / or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
DX 235 Edinburgh or LP - 4 Edinburgh 2

† delete as
appropriate

FORM 410 CONTINUATION SHEET

Short particulars of all the property mortgaged or charged

As security for the payment of all the Secured Liabilities, the Chargor charges to the Chargee by way of first fixed charge with full title guarantee all of its rights and interest in respect of:

- (i) all securities and amounts standing to the credit of its Securities Account with the Chargee, and the entitlements or debts represented by those credits; and
- (ii) its Securities Account

Definitions

Beneficiary means, in relation to a Chargor which is a Non-Paying Member or a Non-Paying Liquidity Member, a Member that has made liquidity funds (whether or not equal to its Proportionate Share of the applicable Shortfall) available to the Settlement Service Provider under clauses 2.1 (c), 2.1 (f), 2.2 (c), 2.2 (f) and 2.5 of the Liquidity and Loss Share Agreement in connection with that Chargor, and those liquidity funds that have been applied under Clause 3.1 of the Liquidity and Loss Share Agreement and have not been repaid in full.

Collateral Securities means, with respect to the Chargor, collateral securities which meet the criteria specified in Schedule 3 of the Liquidity and Loss Share Agreement.

Liquidity and Loss Share Agreement means the Liquidity and Loss Share Agreement dated 27 May 2008 between (among others) the Chargors and the Security Trustee.

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) (together, the **Liabilities**) of the Chargor to:

(a) any Beneficiary in relation to that Chargor under (i) Clause 5.1(a), 5.1(c), 5.2(a) and/or 5.2(c) of the Liquidity and Loss Share Agreement and (ii) under Clause 5.1(b) and/or 5.2(b) of the Liquidity and Loss Share Agreement, but excluding (in each case) Liabilities arising from a Beneficiary making liquidity funds available in accordance with Clause 2.4 of the Liquidity and Loss Share Agreement; and

(b) the Security Trustee and/or the Settlement Service Provider under the Deed, the Liquidity and Loss Share Agreement and any other Security Document

Securities Account means, with reference to the Collateral Securities transferred by the Chargor to the SSS Accounts, the dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, the Chargor, created by, and maintained in the records of the Chargee.

Securities Settlement System means each of CREST, the settlement system of Clearstream Banking, société anonyme, Luxembourg, Euroclear Bank SAINV as operator of the Euroclear system (or any successor thereto), The Depository Trust Company and any other securities settlement system as may be specified by the Security Trustee.

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

Security Document means the Deed of Charge and any other document designated as such by the Security Trustee, the BACS System Operator and the Cheque and Credit System Operator.

Settlement Service Provider means The Governor and Company of the Bank of England, of Threadneedle Street, London EC2R 5AH.

SSS Accounts means the accounts, opened by the Chargee for the purposes of the Deed of Charge, for the recording of securities balances in the Securities Settlement Systems.

Terms used but not defined shall have the meaning given to them in the Deed of Charge.



**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 327000

CHARGE NO. 12

I HEREBY CERTIFY THAT A CHARGE CREATED BY BANK OF
SCOTLAND PLC

ON 25 MARCH 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF THE GOVERNOR AND COMPANY OF THE BANK
OF ENGLAND

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 15 APRIL 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 20 APRIL 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES