

MR01

Particulars of a charge



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Please see 'How to pay

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NO**
You may not use this fo
register a charge where
instrument. Use form N

WEDNESDAY



A25 *A87XUQU0* 19/06/2019 #135
COMPANIES HOUSE

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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 0 0 0 3 6 6 9 5

Company name in full COUTTS & COMPANY

13

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 d 0 d 3 m 0 m 6 y 2 y 0 y 1 y 9

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 FOR THE SECURITY BENEFICIARIES

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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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

NONE. PLEASE REFER TO THE INSTRUMENT FOR DETAILS.

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

X *Loche Lord (UK) LLP acting as Agent for* X
The Governors and Company of the Bank of England.

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	SGANGULY									
Company name	LOCKE LORD (UK) LLP									
Address	201 BISHOPSGATE									
Post town	LONDON									
County/Region										
Postcode	E	C	2	M		3	A	B		
Country	UNITED KINGDOM									
DX	DX 567 LONDON/CITY									
Telephone	0207 861 9023									

**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: 36695

Charge code: 0003 6695 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd June 2019 and created by COUTTS & COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2019.

DX

Given at Companies House, Cardiff on 25th June 2019



Companies House



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

FINAL

We hereby certify this to be a
true copy of the original.
Locke Lord (UK) LLP

[Handwritten signature]

DEED OF CHARGE

DATED 3 JUNE 2019

BETWEEN

THE CHARGORS

and

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND
as the Security Trustee

ENTERED INTO IN CONNECTION WITH THE BACS SETTLEMENT AGREEMENT DATED
ON OR ABOUT THE DATE OF THIS DEED

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THIS DEED is dated **3 JUNE** 2019.

BETWEEN:

- (1) THE CHARGORS as set out in Schedule 1 and 2; and
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND of Threadneedle Street, London EC2R 8AH (the "**Security Trustee**") as security trustee for the Security Beneficiaries.

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the BACS Settlement Agreement (as defined below).
- (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 the security created under this Deed shall take effect at 00:00hrs on the Effective Date or, in the case of an Acceding Chargor, on its Accession Date.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

"Acceding Chargor"

means a person which becomes or has become a Chargor under clause 13 (Accession).

"Acceding Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Accession Date"

has the meaning given to that term in the BACS Settlement Agreement.

"Accession Deed"

means a document substantially in the form of Schedule 3 or such other form as the Security Trustee and an Acceding Chargor may agree.

"Act"

means the Law of Property Act 1925.

"BACS Settlement Agreement"

means the BACS Settlement Agreement between the parties defined therein as Participants and the System Operator dated on or about the date of this Deed and as amended from time to time.

"Payment System"

has the meaning given to that term in the BACS Settlement Agreement.

"System Operator"

means Pay.UK Limited of 2 Thomas More Square, London, E1W 1YN as System Operator (as defined in the Payment System Rules) to the Payment System.

"Bank of England"

means The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH.

"Bank PSP Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Beneficiary"

means in relation to a Chargor which is a Non-Paying Participant, each Participant that has a Single Claim that has not been settled in full. For the avoidance of doubt, each Participant that has multiple participations in the Payment System shall be treated as a separate Beneficiary in respect of each participation.

"Business Day"

has the meaning given to that term in the Payment System Rules.

"Chargor"

means an Original Chargor or an Acceding Chargor, unless it has ceased to be a Chargor in accordance with clause 14 (Resignation).

"Credit Balance"

means, with respect to a Chargor, the credit balance from time to time on that Chargor's Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be.

"Effective Date"

means the date of this Agreement.

"Non-Bank PSP Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Non-Bank PSP (OF) Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Non-Bank PSP (RF) Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Non-Paying Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Non-Paying Participant Shortfall"

has the meaning given to that term in the BACS Settlement Agreement.

"Original Chargor"

means any one of the Chargors set out in Schedule 1 to this Deed.

"Participant"

has the meaning given to that term in the BACS Settlement Agreement.

"Party"

means a party to this Deed.

"Payment System Rules"

has the meaning given to that term in the BACS Settlement Agreement.

"Reserves Collateralisation Account"

has the meaning given to that term in clause 5.1(a).

"Secured Liabilities"

means, with respect to a Chargor:

- (a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of that Chargor:
 - (i) to any Beneficiary in relation to that Chargor under clause 8 (Indemnity) of the BACS Settlement Agreement;
 - (ii) to the Security Trustee, the Settlement Service Provider and/or the Settlement Trust Beneficiary under clause 25.5 (Indemnity) of the BACS Settlement Agreement;
 - (iii) to the Security Trustee and/or the Settlement Service Provider under this Deed, the BACS Settlement Agreement and any other Security Document; and
- (b) any other obligation or liability in connection with the BACS Settlement Agreement which that Chargor and the System Operator designate in writing as a Secured Liability.

"Security Assets"

means, with respect to a Chargor, all assets of that Chargor which are the subject of any security created under this Deed.

"Security Beneficiaries"

means each Beneficiary, the Settlement Service Provider, the Security Trustee and the Settlement Trust Beneficiary.

"Security Document"

has the meaning given to that term in the BACS Settlement Agreement.

"Security Interest"

means 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, with respect to a Chargor:

- (a) the period beginning on (i) the date of this Deed or (ii) if the Chargor is an Acceding Participant, its Accession Date; and
- (b) ending on the date on which it ceases to be a Chargor.

"Settlement Collateralisation Account"

has the meaning given to that term in clause 5.1(b).

"Settlement Service Provider"

means the Bank of England as settlement service provider for the Payment System.

"Single Claim"

has the meaning given to that term in the BACS Settlement Agreement.

"Sterling Monetary Framework"

has the meaning given to that term in the BACS Settlement Agreement.

1.2 Construction

- (a) Capitalised terms defined in the BACS Settlement Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the BACS Settlement Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the BACS Settlement Agreement will be construed as references to this Deed. The provisions of clause 24 (Security Trustee and Settlement Service Provider) and 25 (Limitation of Liability) of the BACS Settlement Agreement apply to this Deed as though they were set out in full in this Deed.
- (c) The term **this Security** means any security created by this Deed.

- (d) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) If the Security Trustee considers that an amount paid to a Security Beneficiary under the BACS Settlement Agreement or any Security Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Notwithstanding any other provision of the BACS Settlement Agreement, any Security Document or this Deed, any discretion of the Security Trustee shall be exercised by it in good faith and in a commercially reasonable manner.
- (g) The provisions of this Deed shall not have effect until the Effective Date.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Trustee;
 - (ii) is created over present and future assets of each Chargor (as described in clause 2.2);
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Trustee holds the benefit of each Security Interest created by a Chargor under this Deed on trust for the Security Beneficiaries from time to time in relation to that Chargor.

2.2 Charge

Each Chargor charges by way of a first fixed charge the Credit Balance together with all other rights and benefits accruing to or arising in connection with the Credit Balance (including, but not limited to, entitlements to interest).

3. REPRESENTATIONS

3.1 Representations

Each Chargor makes the following representations to each Security Beneficiary on each Business Day and on each other date during the Security Period, by reference to the circumstances then prevailing.

3.2 Power and authority

It 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.

3.3 Legal Validity

This Deed constitutes its legal, valid and binding obligation enforceable in accordance with its terms and creates the Security Interest 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.

3.4 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.

3.5 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;
- (b) conflict with its constitutional documents; or
- (c) conflict with any document which is binding upon it or any of its assets.

3.6 Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be

- (a) It is the sole beneficial owner of all amounts standing to the credit of its Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be, and the entitlements and debts represented by its Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be.
- (b) All amounts standing to the credit of its Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be, and the entitlements and debts represented by its Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be, 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.

4. RESTRICTIONS ON DEALINGS

No Chargor may:

- (a) create or permit to subsist any Security Interest over its rights and interest in respect of its Credit Balance; or
- (b) withdraw, transfer or otherwise deal or purport to deal with (including by way of assignment, charge or declaration of trust) any part of its rights and interest in respect of its Credit Balance,

except as permitted or contemplated under this Deed or the BACS Settlement Agreement.

5. ACCOUNTS

5.1 Reserves Collateralisation Accounts or Settlement Collateralisation Accounts, as the case may be

- (a) The Security Trustee (acting in its capacity as Settlement Service Provider) shall, with respect to each Chargor which is a Bank PSP Participant and which, as a participant in the Sterling Monetary Framework, has a Reserves Collateralisation Account, create and maintain within its records dedicated accounts, sub-accounts or other entries in the name of, or otherwise sufficient to identify, such Chargor and to which cash shall be recorded (each a "**Reserves Collateralisation Account**"). Each Reserves Collateralisation Account and the relevant Chargor's entitlement to the Credit Balance represented by the credits to such account, shall be governed by, and construed in accordance with, the laws of England and Wales.
- (b) The Security Trustee (acting in its capacity as Settlement Service Provider) shall, with respect to each Chargor which is a Non-Bank PSP (OF) Participant, or which is a Bank PSP Participant that is not a participant in the Sterling Monetary Framework, create and maintain within its records dedicated accounts, sub accounts or other entries in the name of, or otherwise sufficient to identify such Chargor and to which cash shall be recorded (each a "**Settlement Collateralisation Account**"). Each Settlement Collateralisation Account and the relevant Chargor's entitlement to the Credit Balance represented by the credits to such account, shall be governed by, and construed in accordance with the laws of England and Wales.

5.2 Partial Release of Security

If, pursuant to clause 5.4 of the BACS Settlement Agreement, the Security Trustee makes a transfer from a Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be, to the Chargor or, pursuant to clause 7.3 (Non-Paying Participant Shortfall) of the BACS Settlement Agreement, any part of the Credit Balance is applied by the Settlement Service Provider in satisfaction of a Non-Paying Participant Shortfall, that part of the Credit Balance shall thereby be released from the fixed charge created by this Deed, but the release will not prejudice the continuance of the fixed charge created by this Deed in respect of the remainder of the Security Assets.

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Enforceable

The security granted under this Deed by each Chargor will become immediately enforceable with respect to that Chargor if:

- (a) there is a Non-Paying Participant Shortfall in respect of that Chargor and the Non-Paying Participant Shortfall has not been discharged (by the carrying out of the irrevocable instruction in clause 7.3 (Non-Paying Participant Shortfall) of the BACS Settlement Agreement or otherwise) by no later than 12:00 noon on the Business Day on which the Non-Paying Participant Shortfall arose; and
- (b) a demand has been made in accordance with clause 8.1 (Indemnity by the Non-Paying Participant) of the BACS Settlement Agreement arising from a Non-Paying Participant Shortfall with respect to the Payment System; and
- (c) the Security Trustee has received instructions from the System Operator that such a demand has been made.

6.2 Discretion

After the security granted under this Deed by a Chargor has become enforceable, the Security Trustee shall enforce all or any part of the Security given by that Chargor in accordance with the BACS Settlement Agreement and in any manner the Security Trustee sees fit.

6.3 Appropriation

Each Chargor authorises the Security Trustee, after this Security has become enforceable in relation to a Chargor, to appropriate (in any manner the Security Trustee sees fit) all or part of the Credit Balance in respect of that Chargor and to apply it in or towards discharge of the Secured Liabilities of that Chargor in accordance with this Deed.

7. ENFORCEMENT OF SECURITY

7.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to any security created by this Deed.

7.2 Privileges

The Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

8. APPLICATION OF PROCEEDS

After this Deed has become enforceable with respect to a Chargor, for the purposes of enforcement by the Security Trustee in relation to a Chargor in accordance with clauses 6 (When Security Becomes Enforceable) and 7 (Enforcement of Security), the Security Trustee must apply the Credit Balance in respect of that Chargor in the following order of priority:

- (a) (except to the extent that, but for this clause 8(a), settlement would have been able to take place) in or towards payment of or provision for all costs and expenses incurred by the Settlement Service Provider and Security Trustee under or in connection with this Deed;
- (b) subject to clause 8(a), in or towards pro rata payment of or provision for that Chargor's Secured Liabilities to each Beneficiary equal to the amount of any Single Claim (or part thereof) of the relevant Beneficiary that has not been settled;
- (c) thereafter, subject to 8(a) and (b), in or towards pro rata payment of the remainder of that Chargor's Secured Liabilities to each Beneficiary; and
- (d) in payment of the surplus (if any) to that Chargor or other person entitled to it.

This clause is subject to the payment of any claims having priority over this Security. This clause does not prejudice, without limitation, the right of any Beneficiary to recover any shortfall from the Chargor or any Beneficiary's rights against a Chargor for breach of clause 3.6.

9. EXPENSES AND INDEMNITY

9.1 Expenses

Each Chargor must:

- (a) 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, that Chargor) by any of the relevant Security Beneficiaries, by the System Operator 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
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses.

9.2 Reserves Collateralisation Accounts or Settlement Collateralisation Accounts, as the case may be

Each 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 that Chargor in connection with the opening, maintenance and operation of a Reserves Collateralisation Account or Settlement Collateralisation Account, as the case may be.

10. FURTHER ASSURANCES

Each Chargor must, at its own expense, take whatever action the Security Trustee may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed; or
- (b) 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 that Chargor's rights and interest in respect of its Credit Balance.

This includes:

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

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

12. MISCELLANEOUS

12.1 Covenant to pay

Each Chargor must pay or discharge the Secured Liabilities in the manner provided for in the BACS Settlement Agreement.

12.2 Tacking

Each Beneficiary must perform its obligations under the BACS Settlement Agreement.

13. ACCESSION

- (a) Each Acceding Participant may become a Chargor for all purposes of this Deed with effect from its Accession Date (as determined in accordance with the BACS Settlement Agreement) by executing and delivering to the System Operator and the Security Trustee an Accession Deed.
- (b) The Acceding Participant agrees to be bound by the terms of this Deed and undertakes to perform its obligations as a Chargor under this Deed with effect from that Accession Date.

14. RESIGNATION

If a Chargor so requests, it will cease to be a Chargor on the latest of the following dates:

- (a) the date on which it ceases to be a Participant under the BACS Settlement Agreement; and
- (b) the date determined by the System Operator (acting in its absolute discretion but after consultation with the Security Trustee) on which (i) all of that Chargor's Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the System Operator is not aware that any further Secured Liabilities of that Chargor are likely to arise, or (ii) the Secured Liabilities of that Chargor have been (or will be) assumed to the satisfaction of the System Operator by another Chargor.

Upon ceasing to be a Chargor, a former Chargor shall have no further rights or obligations under this Deed as a Chargor.

15. RELEASE

At the end of the Security Period, the Security Trustee and the other Parties must, at the request and cost of a Chargor, take whatever action is necessary to release the Chargor's rights and interest in respect of its Credit Balance from the security created by this Deed.

16. RIGHTS OF THIRD PARTIES

- 16.1 Subject to clause 16.2, a person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This paragraph does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to such legislation.

- 16.2 Notwithstanding clause 16.1, the parties agree that:

- (a) any Beneficiary which is a Non-Bank PSP (RF) Participant from time to time shall have the benefit of, and may enforce, clauses 3, 8, and 9.1 of this Deed;
- (b) the System Operator shall have the benefit of, and may enforce, clause 9.1 of this Deed; and

- (c) any attorney, manager, agent or other person appointed by the Security Trustee under this Deed shall have the benefit of, and may enforce, clause 9.1 of this Deed.

The provisions of this Deed may be rescinded, waived or varied by agreement of the Parties in writing, and this Security may be released in accordance with clause 15 of this Deed, without the consent of any of the third parties identified above.

17. 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.

18. JURISDICTION

18.1 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.

18.2 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.

19. 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 on the date stated at the beginning of this Deed.

SCHEDULE 1

ORIGINAL CHARGORS

AIB GROUP (UK) P.L.C, whose registered office is at 92 Ann Street, Belfast BT1 3HH and whose registered number is NI018800;

ATOM BANK PLC, whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS and whose registered number is 08632552;

BANK OF SCOTLAND PLC, whose registered office is at The Mound, Edinburgh EH1 1YZ and whose registered number is SC327000;

BARCLAYS BANK PLC, whose registered office is at 1 Churchill Place, Canary Wharf, London E14 5HP and whose registered number is 01026167;

BARCLAYS BANK UK PLC, whose registered office is at 1 Churchill Place, Canary Wharf, London E14 5HP and whose registered number is 09740322;

CITIBANK N.A., LONDON BRANCH, whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB and whose registered number is BR001018;

CLEARBANK LIMITED whose registered office is at 5th Floor, 9 Devonshire Square, London EC2M 4YF and whose registered number is 09736376;

CLYDESDALE BANK PLC whose registered office is at 30 St. Vincent Place, Glasgow G1 2HL and whose registered number is SC001111;

COUTTS & COMPANY whose registered office is at 440 Strand, London WC2R 0QS and whose registered number is 00036695;

HSBC BANK PLC whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 00014259;

HSBC UK BANK PLC whose registered office is at 1 Centenary Square, Birmingham B1 1HQ and whose registered number is 09928412;

IPAGOO LLP whose registered office is at One Aldgate, Aldgate, London EC3N 1RE and whose registered number is OC377842;

LLOYDS BANK PLC whose registered office is at 25 Gresham Street, London EC2V 7HN and whose registered number is 2065;

NATIONAL WESTMINSTER BANK PLC whose registered office is at 250 Bishopsgate, London EC2M 4AA and whose registered number is 00929027;

NATIONWIDE BUILDING SOCIETY whose principal office is at Pipers Way, Swindon SN38 1NW;

NORTHERN BANK LIMITED whose principal office is at Donegall Square West, Belfast, BT1 6JS and whose registered number is R0000568;

SANTANDER UK PLC whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN and whose registered number is 02294747;

STARLING BANK LIMITED whose registered office is at 3rd Floor 2 Finsbury Avenue, London, United Kingdom, EC2M 2PP and whose registered number is 09092149;

THE ACCESS BANK UK LIMITED, whose registered office is at 4 Royal Court, Gadbrook Way, Gadbrook Park, Northwich, Cheshire CW9 7UT and whose registered number is 06365062;

THE CO-OPERATIVE BANK P.L.C. whose registered office is at PO Box 101, 1 Balloon Street, Manchester M60 4EP and whose registered number is 00990937;

THE ROYAL BANK OF SCOTLAND PLC whose registered office is at 36 St Andrew Square, Edinburgh, EH2 1AF and whose registered number is SC083026;

TSB BANK PLC whose registered office is at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH and whose registered number is SC095237;

TURKISH BANK (UK) LIMITED whose registered office is at 84/86 Borough High Street, London SE1 1LN and whose registered number is 02643004; and

VIRGIN MONEY PLC whose registered office is at Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL and whose registered number is 06952311.

SCHEDULE 3
FORM OF ACCESSION DEED

ACCESSION DEED

THIS DEED is dated

BETWEEN:

- (1) [·] (registered number [·]) with its registered office at [·] (the Acceding Participant); and
- (2) The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH as security trustee for the Security Beneficiaries under and as defined in the Deed of Charge referred to below (the Security Trustee and, together with the Acceding Participant, the Parties).

BACKGROUND:

- (A) The Acceding Participant will become a Participant in the Payment System on the Accession Date.
- (B) The Deed of Charge, a copy of the form of which appears as Annex 1 to this Deed, was entered into on [●] by the Chargors and the Security Trustee.
- (C) The Acceding Participant has agreed to enter into this Deed and to become a Chargor under the Deed of Charge. The Acceding Participant will also, by execution of a separate instrument, become a party to the BACS Settlement Agreement as a Participant.
- (D) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed:
 - (i) Accession Date means [·].
 - (ii) Deed of Charge means the Deed of Charge entered into on [●] by the Chargors and the Security Trustee (as amended and restated from time to time).
- (b) Terms defined in the Deed of Charge have the same meaning in this Deed unless given a different meaning in this Deed.
- (c) The provisions of clause 1.2 (a) – (f) (Construction) of the Deed of Charge apply to this Deed as though they were set out in full in this Deed except that references to the Deed of Charge will be construed as references to this Deed.

2. ACCESSION

With effect on and from the Accession Date the Acceding Participant:

- (a) will become a party to the Deed of Charge as a Chargor; and
- (b) will be bound by all the terms of the Deed of Charge which are expressed to be binding on a Chargor.

3. SECURITY

- (a) Paragraphs (b) to (e) below apply without prejudice to the generality of clause 2 (Accession) of this Deed.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Trustee;
 - (ii) is created over present and future assets of the Acceding Participant (as described in clause 2.2 (Charge) of the Deed of Charge);
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Acceding Participant charges by way of first fixed charge the Credit Balance together with all other rights and benefits accruing to or arising in connection with the Credit Balance (including, but not limited to, entitlements to interest).
- (d) The Acceding Party may not:
 - (i) create or permit to subsist any Security Interest over its rights and interest in respect of its Credit Balance; or
 - (ii) withdraw, transfer or otherwise deal or purport to deal with (including by way of assignment, charge or declaration of trust) any part of its rights and interest in respect of its Credit Balance,except as permitted or contemplated under the Deed of Charge or the BACS Settlement Agreement.
- (e) The Security Trustee holds the benefit of the Security Interest created pursuant to this Deed on trust for the Security Beneficiaries from time to time in relation to the Acceding Participant.
- (f) At the end of the Security Period, the Security Trustee and the other Parties must, at the request and cost of a Chargor, take whatever action is necessary to release the Chargor's rights and interest in respect of its Credit Balance from the security created by this Deed.
- (g) Clause 14 (Resignation) of the Deed of Charge is incorporated here mutatis mutandis and as if reference to "this Deed" means this Deed.

4. MISCELLANEOUS

With effect from the Accession Date, the Deed of Charge will be read and construed for all purposes as if the Acceding Participant had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the Accession Date).

5. 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.

6. JURISDICTION

6.1 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.

6.2 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 judgement 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.

7. 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 executed and delivered as a deed on the date stated at the beginning of this Deed.

SIGNATORIES TO ACCESSION DEED

EXECUTED as a deed by [Acceding Participant]

EXECUTED as a deed for and on behalf of THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND as Security Trustee

The common seal of THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND was hereunto affixed in the presence of:

Signature of authorised signatory

Name of authorised signatory

Signature of authorised signatory

Name of authorised signatory

SIGNATORIES

Chargors

EXECUTED as a DEED by)
AIB GROUP (UK) P.L.C.)
acting by its attorney)
.....)
in the presence of)
.....)

AIB Group (UK) p.l.c. by its attorney

.....

Attorney

.....

Witness

Address:

OR

EXECUTED as a DEED by **AIB GROUP**)
(UK) P.L.C. acting by)
.....)
and)

signature of

.....

Director

signature of

.....

director/secretary

OR

THE COMMON SEAL of AIB GROUP
(UK) P.L.C.

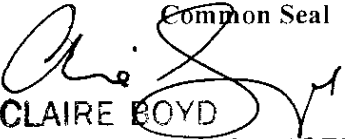
was affixed to this deed in
the presence of:


Signature of authorised person

.....
~~Director~~

Signature of authorised person

.....
~~Director/Secretary:~~

)
)

Common Seal
CLAIRE BOYD
AUTHORISED OFFICER


CLAIRE TURBITT
AUTHORISED OFFICER

OR

EXECUTED as a DEED by

AIB GROUP (UK) P.L.C.

acting by

.....
in the presence of

.....
Director

.....
Witness

Address:

OR

THE COMMON SEAL of **ATOM BANK**)
PLC)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person

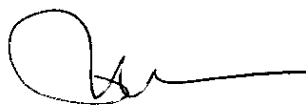
.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by)
ATOM BANK PLC)
acting by)
MARK MULLEN)
in the presence of)
LAURA FARWORTH)



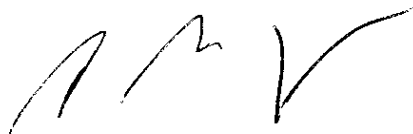
.....
Director



Witness

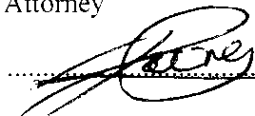
Address: **THE RIVERGREEN CENTRE**
AYKLEY HEADS
DURNAM

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by its attorney)
..... J. C. OTTO BENZ)
in the presence of)
..... JAIL MOORE)



Bank of Scotland plc by its attorney

.....
Attorney



Witness

Address: 33 Old Broad Street
London.

OR

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by)
and)
.....)

signature of

.....
director

signature of

.....
director/secretary

OR

THE COMMON SEAL of **ATOM BANK**)
PLC)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by)
ATOM BANK PLC)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by)
BARCLAYS BANK PLC)
acting by its attorney)
..... AARON BECK)
in the presence of)
..... RACHEL BURNS)

BARCLAYS BANK PLC by its attorney

..... A R

Attorney

..... [Signature]

Witness

Address: 48 TACANA STREET
LONDON
E14 9UT

OR

EXECUTED as a DEED by)
BARCLAYS BANK PLC)
acting by)
and)

signature of.....

.....

director

signature of

.....

director/secretary

OR

THE COMMON SEAL of **BANK OF**)
SCOTLAND plc was affixed to this deed in) **Common Seal**
the presence of:)

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by)
BANK OF SCOTLAND plc)
acting by)
.....)
in the presence of)
.....)


.....
Director

.....
Witness

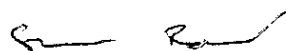
Address:

EXECUTED as a DEED by)
BARCLAYS BANK UK PLC)
acting by its attorney)
.....SIMON SKINNER.....)
in the presence of)
.....SIMON SABAR.....)

BARCLAYS BANK UK PLC by its attorney


.....

Attorney


.....

Witness

Address: WILKINGTON, ST ARVANS
CHEPSTOWS NP16 6DN

OR

EXECUTED as a DEED by)
BARCLAYS BANK UK PLC)
acting by)
and)

signature of.....
.....
director

signature of
.....
director/secretary

OR

THE COMMON SEAL of
BARCLAYS BANK PLC
was affixed to this deed in
the presence of:

)
)
)
)

Common Seal

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary

OR

EXECUTED as a DEED by
BARCLAYS BANK PLC
acting by

)
)
)

.....
Director

in the presence of:


.....
Witness:

.....
Address:

.....
.....

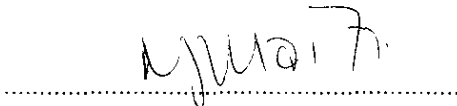
EXECUTED as a DEED by **CITIBANK**)
N.A., LONDON BRANCH acting by its)
attorney)
.....)
in the presence of)
.....)

CITIBANK N.A., LONDON BRANCH by its attorney



Ireti Samuel-Ogbu
Managing Director
EMEA Head
Payments & Receivables

Attorney



Witness **MELANIE MARTIN.**

Address: **CITIGROUP CENTRE**
CANARY WHARF
LONDON E14 5LB

OR

EXECUTED as a DEED by **CITIBANK**)
N.A., LONDON BRANCH)
acting by)
and)

signature of.....

.....
director

signature of

.....
director/secretary

EXECUTED as a DEED by)
CLEARBANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

CLEARBANK LIMITED by its attorney

.....
Attorney

.....
Witness

Address:

OR

EXECUTED as a DEED by)
CLEARBANK LIMITED)
acting by Charles McManus)
and Philip House)

signature of Charles McManus
CA McManus
director

signature of Philip House
Philip House
director/secretary

OR

THE COMMON SEAL of **CITIBANK**
N.A., LONDON BRANCH was affixed
to this deed in
the presence of:

)
)
)
)

Common Seal

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary

OR

EXECUTED as a DEED by **CITIBANK**
N.A., LONDON BRANCH acting
by

)
)
)

.....
Director

in the presence of:

.....
Witness:

.....
Address:


.....
.....


EXECUTED as a DEED by
CLYDESDALE BANK PLC

acting by its attorney ANDREW HINSTRIDGE
MARK CHILMAN, ~~COO~~

in the presence of

PAUL DAVAN


DIRECTOR OF DATA, PAYMENTS
AND UBN BANKING


~~HEAD OF COMMERCIAL~~
~~SERVICES~~ **AA**
HEAD OF TRANSACTIONS
LEGAL

CLYDESDALE BANK PLC by its attorney

.....
Attorney

.....
Witness

PAUL DAVAN



Address: 40 ST VINCENT PLACE
GLASGOW
G11 2HL

OR

EXECUTED as a DEED by
CLYDESDALE BANK PLC
acting by its attorney

.....
in the presence of

CLYDESDALE BANK PLC by its attorney

.....
Witness

Address:

OR

THE COMMON SEAL of
CLEARBANK LIMITED
was affixed to this deed in
the presence of:

)
)
)
)

Common Seal

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary

OR

EXECUTED as a DEED by
CLEARBANK LIMITED
acting by

)
)
)

.....
Director

in the presence of:

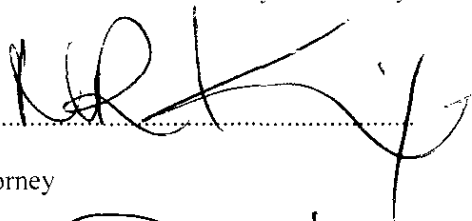
.....
Witness:

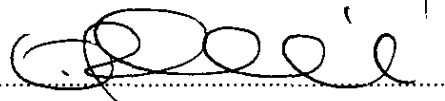
.....
Address:

.....
.....

EXECUTED as a DEED by)
COUTTS & COMPANY)
acting by its attorney)
MARION KING)
in the presence of ,)
VICKI PECHE)

COUTTS & COMPANY by its attorney


.....
Attorney


.....

Witness

Address:

2 BROADCROFT
Hemel Hempstead
Herts, HP1 5YX

OR

EXECUTED as a DEED by)
COUTTS & COMPANY)
acting by)
and)

signature of.....

.....

director

signature of

.....

director/secretary

OR

THE COMMON SEAL of

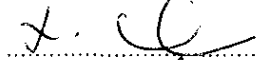
HSBC BANK PLC

was affixed to this deed in
the presence of:

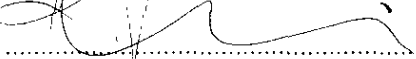
)
)
)
)

Common Seal

Signature of authorised person


.....
Authorised Signatory

Signature of authorised person


.....
Authorised Counter Signatory

034135

EXECUTED as a DEED by)
HSBC UK BANK PLC)
acting by its attorney)
.....)
in the presence of)
.....)

HSBC UK BANK PLC by its attorney

.....
Attorney

.....
Witness

Address:

OR

EXECUTED as a DEED by)
HSBC UK BANK PLC)
acting by)
and)

signature of.....

.....
Authorised Signatory

signature of.....

.....
Authorised Counter Signatory

EXECUTED as a DEED by)
HSBC UK BANK PLC)
acting by its attorney)
SUE YARNAM)
in the presence of)
SIMON TAYLOR)

HSBC UK BANK PLC by its attorney

SAT

Attorney
Simon Taylor

Witness
1A GARTMORE ROAD
Address:
LONDON
SE23 1EP

OR

EXECUTED as a DEED by)
HSBC UK BANK PLC)
acting by)
and)

signature of.....

Authorised Signatory

signature of

Authorised Counter Signatory

OR

THE COMMON SEAL of

HSBC BANK PLC

was affixed to this deed in
the presence of:

)
)
)
)

Common Seal

Signature of authorised person

.....
Authorised Signatory

Signature of authorised person

.....
Authorised Counter Signatory

OR

THE COMMON SEAL of)
IPAGOO LLP)
was affixed to this deed in) **Common Seal**
the presence of:)

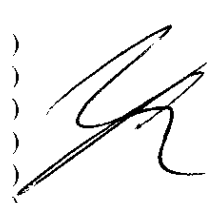
Signature of authorised person

.....
Director

Signature of authorised person

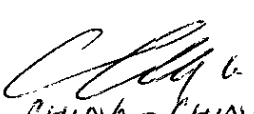
.....
Director/Secretary:

OR

EXECUTED as a DEED by)
IPAGOO LLP)
acting by *CARLOS SANCHEZ*) 
(CEO))
in the presence of)

.....
Director

.....
Witness


Address: *CHING-CHING CHUAN*
ONE ADOGATE, LONDON
EC3N 1RE

EXECUTED as a DEED by)
IPAGOO LLP)
acting by its attorney)
.....)
in the presence of)
.....)

***Ipagoo LLP** by its attorney*

.....

Attorney

.....

Witness

Address:

OR

EXECUTED as a DEED by)
IPAGOO LLP acting by)
..... and)
.....)

signature of

.....

director

signature of

.....

director/secretary

EXECUTED as a DEED by)

LLOYDS BANK PLC)

acting by its attorney)

..... J.F. ETTO BENZ)

in the presence of)

..... Jack Moore:)

Lloyds Bank plc by its attorney

.....

Attorney

.....

Witness

Address: 33 old Broad Street
London.

OR

EXECUTED as a DEED by)

LLOYDS BANK PLC)

acting by.....)

and.....)

signature of

.....

director

signature of

.....

director/secretary

OR

THE COMMON SEAL of)	
LLOYDS BANK PLC)	
was affixed to this deed in)	Common Seal
the presence of:)	

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by)
LLOYDS BANK PLC)
acting by)
)
in the presence of)
)

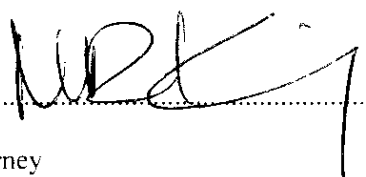
.....
Director

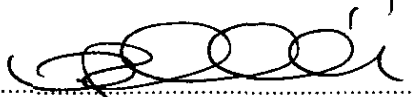
.....
Witness

Address:

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK)
PUBLIC LIMITED COMPANY)
acting by its attorney)
MARION KIMPT)
in the presence of)
VICKI PECHE)

NATIONAL WESTMINSTER BANK
PUBLIC LIMITED COMPANY by its attorney

↓  ↓
.....
Attorney


.....

Witness

Address: 2 BROADCROFT
HOMEL HEMSTEAD
HERTS, HP2 5YX

OR

EXECUTED as a DEED by)
NATIONAL WESTMINSTER BANK)
PUBLIC LIMITED COMPANY)
acting by)
and)

signature of.....

.....
Director

signature of

.....
director/secretary

OR

THE COMMON SEAL of

NATIONWIDE BUILDING SOCIETY

was affixed to this deed by order of the Board of
Directors in the presence of:

)
)
)
)

Common Seal

Signature of authorised person



Authorised Sealing Officer

7428

EXECUTED as a DEED by)
NORTHERN BANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Northern Bank Limited by its attorney

.....

Attorney

.....

Witness

Address:

OR

EXECUTED as a DEED by)
NORTHERN BANK LIMITED)
acting by STEPHEN MATCHETT)
and FIROOZ STURGES)

signature of Stephen Matchett)
CHIEF FINANCIAL OFFICER)
director

signature of Firooz Sturges)
HEAD OF GOVERNANCE)
director/secretary

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by its attorney)
..... ROBERT WHITE)
in the presence of)
..... MICHAŁ GOŚKAL)

SANTANDER UK PLC by its attorney

.....
.....

Attorney

.....
.....

Witness

Address: 2 TRITON Square, Regent's Place, London NW1 3AN

OR

EXECUTED as a DEED by)
SANTANDER UK PLC)
acting by)
and)

signature of.....

.....
director

signature of

.....
director/secretary

OR

THE COMMON SEAL of)	
NORTHERN BANK LIMITED)	
was affixed to this deed in)	Common Seal
the presence of:)	

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by)
NORTHERN BANK LIMITED)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

EXECUTED as a DEED by)
STARLING BANK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Starling Bank Limited by its attorney

.....
Attorney

.....
Witness

Address:

OR

EXECUTED as a DEED by)
STARLING BANK LIMITED acting by)
Anne Boden..... and)
Matthew Newman.....)

signature of *ASB*.....

Anne Boden.....
director

signature of *MN*.....

Matthew Newman.....
director/secretary

EXECUTED as a DEED by)
THE ACCESS BANK UK LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

The Access Bank UK Limited by its attorney

.....

Attorney

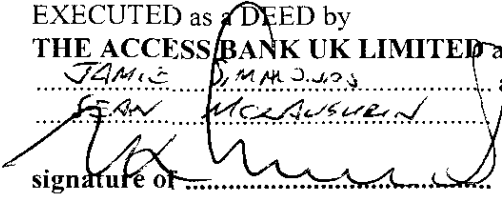
.....

Witness

Address:

OR

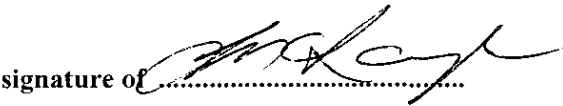
EXECUTED as a DEED by)
THE ACCESS BANK UK LIMITED acting by)
JAMIE J. MCKAY and)
SEAN MCLAUGHLIN)



signature of

JAMIE J. MCKAY

director



signature of

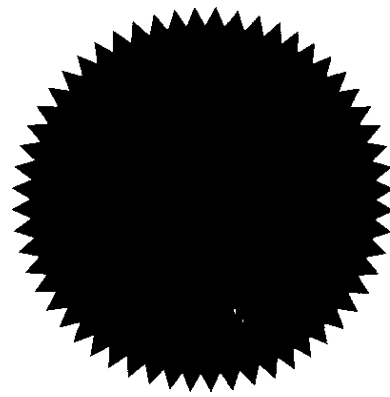
SEAN MCLAUGHLIN

director/secretary

OR

THE COMMON SEAL of)
THE CO-OPERATIVE BANK P.L.C.)
was affixed to this deed in)
the presence of:)

Common Seal



T.C.B
4677

Signature of authorised person

Altians
.....
Authorised Sealing Officer and Assistant
Company Secretary

OR

EXECUTED as a DEED by)
THE CO-OPERATIVE BANK P.L.C.)
acting by)

Director

in the presence of:

.....
Witness:
.....
Address:
.....
.....

OR

THE COMMON SEAL of)
THE CO-OPERATIVE BANK P.L.C.)
was affixed to this deed in)
the presence of:)

Common Seal

Signature of authorised person

.....
Authorised Signatory

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND)
PUBLIC LIMITED COMPANY)
acting by its attorney)
.....)
in the presence of)
.....)

THE ROYAL BANK OF SCOTLAND
PUBLIC LIMITED COMPANY *by its attorney*

.....
Attorney

.....
Witness

Address:

OR

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND)
PUBLIC LIMITED COMPANY)
acting by)
and)

signature of.....

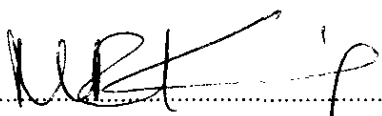
.....
Authorised Signatory

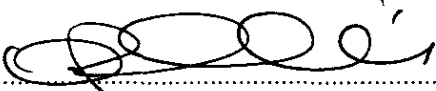
signature of

.....
Authorised Counter Signatory

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND)
PUBLIC LIMITED COMPANY)
acting by its attorney)
MARION KINL)
in the presence of)
VICCI PECHE)

THE ROYAL BANK OF SCOTLAND
PUBLIC LIMITED COMPANY by its attorney


.....
Attorney


.....
Witness

Address: **2 BROADCROFT**
HEMEL HEMPSTEAD
HERTS, HP2 5YX

OR

EXECUTED as a DEED by)
THE ROYAL BANK OF SCOTLAND)
PUBLIC LIMITED COMPANY)
acting by)
and)

signature of.....
.....
Authorised Signatory

signature of
.....
Authorised Counter Signatory

EXECUTED as a DEED by)
TSB BANK PLC)
acting by its attorney)
.....)
in the presence of)
.....)

TSB Bank plc by its attorney

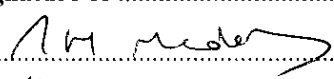
.....
Attorney
.....

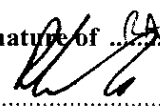
Witness

Address:

OR

EXECUTED as a DEED by)
TSB BANK PLC acting by)
~~TWO DIRECTORS~~ and)
.....)

signature of RICHARD MEDDINGS

.....
director

signature of RALPH COATES

.....
director/~~secretary~~

EXECUTED as a DEED by)
TURKISH BANK (UK) LIMITED)
acting by its attorney)
.....)
in the presence of)
.....)

Turkish Bank (UK) Limited by its attorney

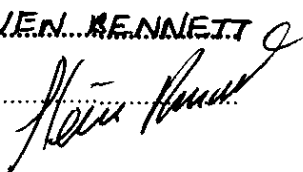
.....
Attorney

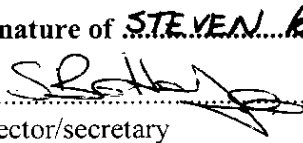
.....
Witness

Address:

OR

EXECUTED as a DEED by)
TURKISH BANK (UK) LIMITED acting by)
.....and)
.....)

signature of **STEVEN BENNETT**
.....
director 

signature of **STEVEN BETTERIDGE**
.....
director/secretary 

EXECUTED as a DEED by
VIRGIN MONEY PLC
acting by its attorney ANDREW MINSTRIDGE
MARK CUNNAN, ~~EDITH HADDER~~
in the presence of
PAUL DAVNALL

)
)
)
) DIRECTOR OF DATA, PAYMENTS
) AND OPEN BANKING
)

PL PL
~~HEAD OF COMMERCIAL~~
~~SERVICES~~ AM
HEAD OF TRANSACTIONS
LEGAL

VIRGIN MONEY PLC by its attorney

.....
Attorney

Witness PAUL DAVNALL AM
Address: 40 ST VINCENT PLACE
GLASGOW
G1 2HL

OR

EXECUTED as a DEED by
VIRGIN MONEY PLC
acting by
and

)
)
)
)

signature of

.....
director

signature of

.....
Director/secretary

OR

THE COMMON SEAL of)	
TURKISH BANK (UK) LIMITED)	
was affixed to this deed in)	Common Seal
the presence of:)	

Signature of authorised person

.....
Director

Signature of authorised person

.....
Director/Secretary:

OR

EXECUTED as a DEED by)
TURKISH BANK (UK) LIMITED)
acting by)
.....)
in the presence of)
.....)

.....
Director

.....
Witness

Address:

Security Trustee

THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

M.J.L.

By: MICHAEL JAMES

Title: HEAD OF BUSINESS