

MG01s

Particulars of a charge created by a company registered in Scotland



13/230812

A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

What this form is for
You may use this form to register
particulars of a charge created by a
Scottish company.

What this form is NOT for
You cannot use this form to register
particulars of a mortgage or charge
created by a company in England
and Wales or Northern Ireland.
If this is the case, please use form MG01.

TUESDAY



S1CDLKEQ
SCT 03/07/2012 #755
COMPANIES HOUSE

1 Company details

Company number S C 3 2 7 0 0 0

Company name in full BANK OF SCOTLAND PLC (the **Chargor**)

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 Date of creation of charge

Date of creation d1 d4 m0 m6 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description The deed of charge made between, inter alia, the Chargors as set out in Schedule 1 of the Deed and the
Governor and Company of the Bank of England as security trustee for the Security Beneficiaries (the
Security Trustee) dated 14 June 2012 (the **Deed**).

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured

The Secured Liabilities, as that term is defined in the continuation
sheet attached to this form MG01s.

Any terms used in this form MG01s but not defined have the same
meaning given to such terms in the continuation sheet attached.

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

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name The Governor and Company of the Bank of England

Address Threadneedle Street, London
(as security trustee for the Security Beneficiaries)

Postcode E C 2 R 8 A H

Name

Address

Address

Postcode

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

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

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

Short particulars Please see the continuation sheet attached.

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Not applicable

① 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.

Continuation page

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

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission, allowance or discount Nil.

9

Delivery of instrument

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 (UK), comprising property situated outside the UK, 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 UK. Certified copies of any other documents relevant to the charge should also be delivered.

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Signature ²

Please sign the form here.

Signature

Signature

X *Allen & Overy LLP* X

26 JUNE 2012

² Signature

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Jo Girvan

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country UK

DX

Telephone 020 3088 0000

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 deed (if any) with this form.
- You have entered the date the charge was created.
- You have supplied the description of the instrument.
- You have given details of the amount secured by the chargee.
- You have given details of the mortgagee(s) or person(s) entitled to the charge.
- You have entered the short particulars of all the property charged.
- You have signed the form.
- You have enclosed the correct fee.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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

6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

1. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

As Security for the payment of all the Secured Liabilities, the Chargor charges to the Security Trustee by way of first fixed charge over its present and future assets with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 all of its rights and interest in respect of:

- (i) all securities and amounts standing to the credit of its Securities Account with the Security Trustee, and the entitlements or debts represented by those credits (including any coupon, dividend or interest paid or payable in relation to it and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise); and
- (ii) its Securities Account.

Pursuant to the negative pledge, the Chargor may not:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset; or
 - (c) withdraw any security credited to its Securities Account,
- except as permitted or contemplated under the Deed or the Liquidity Agreement.

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Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

2. DEFINITIONS

Capitalised terms unless expressly defined in this MG01s form, have the same meaning given to them in the Liquidity Agreement. In this MG01s form:

"**Beneficiary**" means, in relation to the Chargor if it 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 Non-Paying Member Shortfall or Non-Paying Liquidity Member Shortfall) available to the Settlement Service Provider under clause 2.1(b) or clause 2.2(c) of the Liquidity Agreement in connection with the Chargor, and those liquidity funds have been applied under clause 3.2 of the Liquidity Agreement and have not been repaid in full.

"**Collateral Securities**" means, with respect to the Chargor, (i) collateral securities which meet the criteria specified in Schedule 3 of the Liquidity Agreement and (ii) if those collateral securities are Non-Asset Backed Securities, they are not issued by the Chargor or a member of the Chargor's Group.

"**Liquidity Agreement**" means the Cheque and Credit Liquidity Funding and Collateralisation Agreement dated on or about the date of the Deed between (among others) the Chargor and the Security Trustee.

"**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.

"**Secured Liabilities**" means, with respect to the 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 Agreement and (ii) under clause 5.1(b) and/or 5.2(b) of the Liquidity Agreement, but excluding (in each case) Liabilities arising from a Beneficiary making liquidity funds available in accordance with clause 2.4 of the Liquidity Agreement; and (b) the Security Trustee and/or the Settlement Service Provider under the Deed, the Liquidity 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 Security Trustee.

"**Security Assets**" means, with respect to the Chargor, all assets of the Chargor the subject of any security created by the Deed.

"**Securities Settlement System**" means each of CREST, the settlement system of Clearstream Banking, société anonyme, Luxembourg, Euroclear Bank SA/NV 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 and any other document designated as such by the Security Trustee and the C&C System Operator.

"**SSS Account**" means the accounts, opened by the Security Trustee for the purposes of the Deed, for the recording of securities balances in the Securities Settlement Systems.



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 327000

CHARGE NO. 16

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

ON 14 JUNE 2012

FOR SECURING ALL PRESENT AND FUTURE OBLIGATIONS

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

WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 3 JULY 2012

GIVEN AT COMPANIES HOUSE, EDINBURGH 10 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES