



Registration of a Charge

Company name: **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY**

Company number: **00929027**



X6JMGDTL

Received for Electronic Filing: **20/11/2017**

Details of Charge

Date of creation: **10/11/2017**

Charge code: **0092 9027 0044**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND
(SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

TRAVERS SMITH LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 929027

Charge code: 0092 9027 0044

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2017 and created by NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2017 .

Given at Companies House, Cardiff on 22nd November 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

ACCESSION DEED

THIS DEED is dated 10 November 2017

BETWEEN

- (1) NATIONAL WESTMINSTER BANK PLC incorporated in England (Company number 00929027) and having its registered office at 135 Bishopsgate, London EC2M 3UR). (the "**Acceding Party**") (the "**Acceding Party**");
- (2) FASTER PAYMENTS SCHEME LIMITED as the "**System Operator**"; and
- (3) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND in its role as Settlement Service Provider and Security Trustee (the "**Bank**").

BACKGROUND

This agreement is supplemental to:

- a) the Deed of Charge dated 21 September 2015 and made between (1) the companies listed in Schedule 1 to this Deed (together, the **Existing Members**) as Chargors and (2) the Bank as Security Trustee (the "**Deed of Charge**"); and
- b) the FPS Reserves Collateralisation Account Agreement dated 21 September 2015 and made between (1) the System Operator as System Operator, (2) the Bank as Settlement Service Provider and Security Trustee, and (3) the Existing Members (the "**RCA Agreement**", together with the Deed of Charge, the "**Accession Documents**" and each an "**Accession Document**").

It is intended that this document take effect as a deed, notwithstanding that certain parties have only executed this Deed under hand.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions defined in a membership agreement dated 21 September 2015 between, inter alia, (1) Faster Payments Scheme Limited as the System Operator, and (2) the Members names therein (the "**Membership Agreement**") shall apply mutatis mutandis to this Deed as if the same were set out in full in this Deed.
- 1.2 The principles of construction set out in clauses 1.2 to 7 of the Membership Agreement, shall apply mutatis mutandis to this agreement as if the same were set out in full in this Deed.

2 ACCESSION OF ACCEDING PARTY

- 2.1 In satisfaction of the Acceding Party's obligations under clause 3.1(c) of the Membership Agreement, by its execution of this Deed, the Acceding Party unconditionally and irrevocably undertakes to and agrees with each of the other parties to this Deed and undertakes to the Existing Members to observe and be bound by the terms and provisions of:

- (a) the Deed of Charge as a Chargor (as that term is defined in the Deed of Charge) (for the avoidance of doubt, the Acceding Party accordingly grants the security created pursuant to Clause 2 (Creation of Security) of the Deed of Charge); and
- (b) the RCA Agreement as a FPS Member (as that term is defined in the RCA Agreement),

with effect from the date of this Deed.

2.2 With effect from the date of this Deed the Acceding Party shall accede to the Accession Documents on the terms set out in this Deed and the Accession Documents shall hereafter be read and construed as if the Acceding Party had been named in each Accession Document as an original party in the capacity described above at clause 2.1.

2.3 Save as amended by this Deed, all terms and conditions of the Accession Documents shall continue in full force and effect with effect from the date of this Deed.

3 ACCESSION DOCUMENTS

This Deed shall hereafter be read as one with each Accession Document so that all references in each Accession Document to "**this agreement**" or "**this deed**" and similar expressions shall include references to this Deed.

4 NOTICES

The address of the Acceding Party for notices and demands under the Accession Documents are as follows:

Postal Address: 135 Bishopsgate, London, EC2M 3UR

e-mail address: martin.wilson@rbs.co.uk

Attention: Head of Payments Change

5 COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Deed and any party may enter into this Deed by executing a counterpart.

6 THIRD PARTY RIGHTS

Subject to clause 11.1(b) and clause 11.7(b) of the RCA Agreement, a person who is not a party to this Deed or to the Accession Documents 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.

7 GOVERNING LAW AND JURISDICTION

The provisions of clause 13 of the Membership Agreement shall apply mutatis mutandis to this agreement as if the same were set out in full in this agreement.

THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

SIGNED BY:



(Signature)

C. F. TILLOTSON
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as the System Operator

SIGNED BY:

..........

(Signature)

.....MICHAEL JONES.....

(Print name)

ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

EXECUTED as a DEED By NATIONAL
WESTMINSTER BANK PLC acting by

..... and)

)

.....)

signature of

Director

signature of

director/secretary

THE COMMON SEAL of
NATIONAL WESTMINSTER BANK
was affixed to this deed in
the presence of:

Common Seal

Signature of authorised
person

..... Director

Signature of authorised
person

..... Director/Secretary:

EXECUTED as a DEED by and on behalf of NATIONAL WESTMINSTER BANK PLC by
MARION KING, an officer appointed her attorney under a power of attorney dated 11 July
2017.

[REDACTED SIGNATURE]

[SIGNATURE MARION KING]

in the presence of:

[REDACTED SIGNATURE]

[SIGNATURE OF WITNESS]

[NAME OF WITNESS] ALETTA VANDER MERWE

[ADDRESS OF WITNESS] 280 BISHOPSGATE, EC2M 4RB

[OCCUPATION OF WITNESS] PROJECT MANAGER

SCHEDULE 1

The Existing Members

BARCLAYS BANK PLC, whose registered office is at One Churchill Place, London E14 5HP and whose registered number is 1026167;

CITIBANK NA, whose registered office is at 399 Park Avenue New York, New York 10043 USA and whose registered number is FC001835 with registered UK branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB;

CLEARBANK LIMITED, whose register office is at Level 29, The Gherkin, 30 St Mary Axe, London, England, EC3A 8EP, 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;

HSBC BANK PLC, whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 14259;

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

METRO BANK PLC, whose registered office is at One Southampton Row, London, WC1B 5HA and whose registered number is 06419578;

MONZO BANK LIMITED, whose registered office is at 230 City Road, London EC1V 2QY, and whose registered number is 09446231;

NATIONWIDE BUILDING SOCIETY, whose principal office is at Pipers Way, Swindon SN38 1NW, FCA registration number 106078, registered number 355B;

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

R. RAPHAEL & SONS PLC, whose registered office is at 19-21 Shaftesbury Avenue, London W1D 7ED and whose registered number is 01288938;

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 4th Floor, Norfolk House, 31 St James's Square, London SW1Y 4JR and whose registered number is 09092149;

THE CO-OPERATIVE BANK PLC 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 2YB and whose registered number is SC90312;

TSB BANK PLC, whose registered office is at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH and whose registered number is SC95237; and

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