

We, **CLYDESDALE BANK PLC**, a public limited company incorporated under the laws of Scotland with registered number SC001111, whose registered office is at 30 St Vincent Place, Glasgow G1 2HL ("**Clydesdale**"), CONSIDERING THAT in terms of a sale and purchase agreement dated 15 December 2014 between Clydesdale, **NATIONAL AUSTRALIA BANK LIMITED**, a company incorporated under the laws of Victoria, Australia, with registered number ABN 12 004 044 937, acting through its London Branch which is registered at 88 Wood Street, London EC2V 7QQ (the "**Seller**"), and **PROMONTORIA HOLDING 93 B.V.**, a private company with limited liability registered in the Netherlands with number 853382116 (the "**Initial Buyer**"), as amended by a novation agreement dated 21 April 2015 between the Initial Buyer and **PROMONTORIA (HENRICO) LIMITED**, a company incorporated under the laws of the Republic of Ireland with registered number 554419, whose registered office is at 1 Grant's Row, Lower Mount Street, Dublin 2, Ireland (the "**Buyer**") whereby the rights and obligations of the Initial Buyer under the said sale and purchase agreement were novated to the Buyer (the "**Sale and Purchase Agreement**") Clydesdale has sold its whole right, title and interest in and to, amongst others, the Standard Security hereinafter described to the Buyer, NOW THEREFORE we, Clydesdale, with the consent of the Seller, IN CONSIDERATION of the sums payable in terms of and in implement of the Sale and Purchase Agreement HEREBY ASSIGN to the Buyer the standard security (the "**Standard Security**") granted by [REDACTED] "**Chargor**") in favour of Clydesdale for all sums due and to become due, to the extent of all obligations and liabilities due or to become due by the Chargor to the Buyer over the property known as [REDACTED]