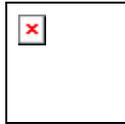

**Lodged au Greffe on 10th April 2001
by the Deputy of St. Mary**



STATES OF JERSEY

STATES GREFFE

REPORT

Introduction

The Royal Bank of Scotland International Limited (Jersey) Law 200- is private legislation which seeks to achieve an internal restructuring of the companies, The Royal Bank of Scotland International Limited (RBSI) and NatWest Offshore Limited (NWO).

Background

Following the take over in March 2000 by The Royal Bank of Scotland Group Plc of National Westminster Bank Plc, The Royal Bank of Scotland Group Plc is now the ultimate parent company to both RBSI and NWO.

RBSI is a Jersey incorporated bank which has the Jersey Financial Services Commission as its lead regulator. RBSI currently has branches in Jersey, Guernsey and the Isle of Man. It is licensed and registered to operate as a bank in each of those jurisdictions. NWO is an Isle of Man incorporated bank which has as its lead regulator the Isle of Man Financial Supervision Commission. NWO has branches in Jersey, Guernsey, Isle of Man and Gibraltar. It is licensed and registered to operate as a bank in each of those jurisdictions.

The Royal Bank of Scotland Group therefore has two lead offshore regulatory authorities to report to. The purpose of rationalising the structuring of the offshore legal entities is to maximise the synergies arising from both companies being part of the enlarged Royal Bank of Scotland Group.

The purpose of the Law

Rather than operate two separate banks in the United Kingdom offshore jurisdictions, it is proposed to transfer the banking business NWO undertakes in Jersey, Guernsey, the Isle of Man and Gibraltar into RBSI, save for the business conducted by NWO in the Isle of Man under the trading name of Isle of Man Bank.

The enlarged RBSI, which will be headquartered in Jersey, will then continue to trade as both The Royal Bank of Scotland International and NatWest and both brands will be prominently maintained in the high street.

The consent to the transfer of banking business envisaged by this Law has been consented to by each of the regulatory authorities; the Jersey Financial Services Commission, the Isle of Man Financial Supervision Commission, the Guernsey Financial Services Commission and the Banking Supervisor in Gibraltar.

Conclusion

The Royal Bank of Scotland International Limited (Jersey) Law 200- aims to effect the transfer of the banking business of NWO in the most efficient manner available, with the least amount of disruption to customers and service.

This Draft Law has no implications for the financial or manpower resources of the States.

**THE ROYAL BANK OF SCOTLAND INTERNATIONAL
LIMITED (JERSEY) LAW 200-**

A LAW to carry into effect the acquisition of certain of the businesses of NatWest Offshore Limited and the banking business of Coutts (Isle of Man) Limited by The Royal Bank of Scotland International Limited and to provide for other purposes incidental thereto and consequential thereon; sanctioned by Order of Her Majesty in Council of the

(Registered on the _____ day of _____ 200-)

STATES OF JERSEY

The _____ day of _____ 200-

WHEREAS:

- (1) The Royal Bank of Scotland International Limited (hereinafter referred to as “RBSI”) is a company incorporated in the Island of Jersey under the Loi (1861) sur les Sociétés à Responsabilité Limitée.^[1]
- (2) RBSI carries on banking business in the Island of Jersey and is registered under the Banking Business (Jersey) Law 1991^[2] and as such is able to carry on deposit-taking business as defined in the aforesaid Law.
- (3) NatWest Offshore Limited (hereinafter referred to as “NatWest Offshore”) is a limited company incorporated in the Isle of Man under the Companies Act 1865 of the Isle of Man as a company limited by shares.
- (4) NatWest Offshore carries on banking business in the Island of Jersey where it is registered under the Banking Business (Jersey) Law 1991,^[3] the Island of Guernsey where it is licensed under the Banking Supervision (Bailiwick of Guernsey) Law 1994, the Isle of Man where it is licensed under section 6 of the Banking Act 1998 of the Isle of Man and Gibraltar where it is authorised under the Gibraltar Banking Ordinance 1992 and the Gibraltar Financial Services Ordinance 1989.
- (5) Coutts (Isle of Man) Limited (hereinafter referred to as “Coutts IOM”) is a company incorporated in the Isle of Man under the Companies Acts 1931-1974 of the Isle of Man.
- (6) Coutts IOM carries on banking business in the Isle of Man where it is licensed under section 6 of the Banking Act 1998 of the Isle of Man.
- (7) NatWest Offshore, Coutts IOM and RBSI are each ultimately wholly owned subsidiaries of The Royal Bank of Scotland Group plc, a public limited company incorporated under the Companies Acts 1948-1980 of the United Kingdom.
- (8) It is expedient, for the efficient and effective conduct of the businesses of RBSI, NatWest Offshore and Coutts IOM, that certain of their respective businesses should be combined and the most effective way of achieving this is for RBSI to acquire the businesses of NatWest Offshore in Jersey, Guernsey and Gibraltar and part of the business of NatWest Offshore in the Isle of Man and the banking business of Coutts IOM and that the said acquisitions should be effected economically and without interference with the conduct and continuity of the said respective businesses.
- (9) It is expedient that the acquisitions mentioned in paragraph (8) should be effected as provided in this Law.

THE STATES, subject to the sanction of Her Most Excellent Majesty in Council, have adopted the following

ARTICLE 1

Interpretation

(1) In this Law, unless the context otherwise requires -

“banking business of Coutts IOM” means that part of the business of Coutts IOM carried on in any part of the world which constitutes the receipt of deposits, the payment and collection of cheques and that part of its lending business which has been entered into by Coutts IOM as a bank including all rights and liabilities and all of the property vested in or belonging to or held by Coutts IOM in its capacity as a bank and for the avoidance of doubt the expression “banking business of Coutts IOM” shall exclude the trust business, the investment business and the corporate services business of Coutts IOM and any property vested in or belonging to or held by Coutts IOM in respect of its trust business, its investment business or its corporate services business whether held beneficially or in a fiduciary capacity;

“business of NatWest Offshore” means all the business carried on by NatWest Offshore or in its name in any part of the world and includes, unless otherwise stated, all rights and liabilities and all of the property vested in, belonging to it or held by it, whether beneficially or in a fiduciary capacity except -

- (a) any business carried on in any part of the world under the trading name “Isle of Man Bank”;
- (b) all rights and liabilities and all property vested in, belonging to it or held by it, whether beneficially or in a fiduciary capacity, where such rights liabilities and securities vested in it have been acquired by it under the trading name “Isle of Man Bank”; and
- (c) the excluded shares;

“corporate services business” means such activities as are described in Schedule 1 Part 1 of the Corporate Service Providers Act 2000 of the Isle of Man;

“customer” includes any person having a bank account or other dealing, transaction or arrangement with RBSI, NatWest Offshore or Coutts IOM in respect of their respective businesses;

“excluded shares” means -

- (a) 100 shares of £1.00 each of Isle of Man (Nominees) Limited;
- (b) 2 shares of £1.00 each of Lombard Manx Limited (trading as Lombard Manx Finance); and
- (c) 99 shares of £1.00 each of Isle of Man Bank (Leasing) Limited.

“investment business” shall include the activities of dealing in investments, arranging deals in investments, managing investments and the provision of investment advice;

“liabilities” includes debts, duties and obligations of every description wherever arising (whether actual or contingent, present or future);

“property” means property and assets of every description, whether moveable or immoveable and wherever situate, and includes property held on trust and securities, rights, benefits and powers of every description;

“securities” includes hypothecs (whether legal, judicial or conventional), mortgages, security interests, charges, debentures, fixed securities, floating charges, personal bonds, bills of exchange, promissory notes, trust receipts, warehouse warrants, guarantees, indemnities, liens, rights of retention, pledges or other means of securing payment of a debt, whether present or future, or the discharge of an obligation or liability;

“subsidiary” has the same meaning as in Article 2 of the Companies (Jersey) Law 1991;^[4]

“trust business” means any business carried out whether alone or jointly with any other person -

- (a) as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or will, and whether appointed under hand or seal or by order of any court;
- (b) as executor of the will of a deceased person;
- (c) in administration of the estate of a deceased person; or
- (d) as trustee appointed by order of any court;

“the appointed day” means such day as the States appoint pursuant to paragraph (1) of Article 11 of this Law.

(2) Unless the context requires otherwise, any reference in this Law to an enactment, including an enactment of the United Kingdom, the Island of Guernsey, the Isle of Man or Gibraltar, is a reference to that enactment as amended from time to time, and includes a reference to that enactment as extended or applied by or under any other enactment including any other provision of that enactment.

ARTICLE 2

Acquisition of businesses

On the appointed day the business of NatWest Offshore and the banking business of Coutts IOM shall, by virtue of this Law, be acquired by RBSI to the intent that RBSI shall succeed to and acquire such businesses of NatWest Offshore and Coutts IOM respectively as if in all respects RBSI were the same person in law as NatWest Offshore in respect of the business of NatWest Offshore and as Coutts IOM in respect of the banking business of Coutts IOM.

ARTICLE 3

Provisions relating to the acquisition of the business of NatWest Offshore and the banking business of Coutts IOM

(1) The production of a copy of this Law signed by the Greffier of the States shall, on and after the appointed day, be conclusive evidence in all courts and proceedings of the acquisition of the business of NatWest Offshore and the banking business of Coutts IOM by RBSI and its vesting in RBSI.

(2) The Royal Court shall, when it orders the registration of this Law, also order the registration of a copy of this Law signed by the Greffier of the States in the Public Registry of Contracts.

(3) The registration of a copy of this Law in the Public Registry of Contracts shall have like effect as a contract passed before the Royal Court and the title to any property vested in, belonging to or held by NatWest Offshore in the Island of Jersey which immediately before the appointed day is registered in the Public Registry of Contracts shall vest in, belong to and be held by RBSI on and after the appointed day.

(4) No fees shall be payable under the Stamp Duties and Fees (Jersey) Law 1998^[5] in relation to the registration of a copy as required by paragraph (2) of this Article.

(5) The transfer of an interest in land under and by virtue of this Law shall not constitute an agreement, transfer, devolution, parting with possession or other disposition of that interest for the purpose of any provision relating to assignment, transfer, devolution, parting with possession or other disposition contained in any instrument concerning the interest.

ARTICLE 4

Saving of contracts, etc.

(1) Without prejudice to the generality of any other provision of this Law but subject to any provision in this Law to the contrary effect all contracts, agreements, securities, certificates, rewards, conveyances, deeds, leases, licences, notices, permits, guarantees, bonds, indemnities, mandates, instructions and other instruments and undertakings entered into by, made with, given to or by or addressed to NatWest Offshore in respect of the business of NatWest Offshore or to Coutts IOM in respect of the banking business of Coutts IOM (whether alone or with any other person and whether as principal or agent and whether in writing or not) shall be construed and have effect on and from the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM as if -

- (a) instead of NatWest Offshore or Coutts IOM, RBSI had been the person by whom they were entered into, with whom they were made, to or by whom they were given or to whom they were addressed (as the case may be);
- (b) for any reference (however worded and whether express or implied) to NatWest Offshore or Coutts IOM there were substituted, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to RBSI; and
- (c) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of NatWest Offshore or Coutts IOM were, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to the directors of RBSI or, as the case may require, to such director, officer or employee of RBSI as RBSI may appoint for that purpose or, in default of appointment, to the director, officer or employee of RBSI who corresponds as nearly as may be to the first mentioned director, officer or employee.

(2) Without prejudice to the generality of any other provision of this Law but subject to any provision in this Law to the contrary effect, any deed or other instrument or document and any contract, agreement or undertaking not in writing (other than one to which paragraph (1) above applies or a will) in existence immediately before the appointed day and in which there is a reference (however worded and whether express or implied) to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM or to the directors or to any director, officer or employee of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM shall be construed and have effect on and from the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM as if -

- (a) for any such reference to NatWest Offshore or Coutts IOM there were substituted, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to RBSI; and
- (b) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of NatWest Offshore or Coutts IOM were, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to the directors of RBSI or, as the case may require, to such director, officer or employee of RBSI as RBSI may appoint for that purpose or, in default of appointment, to the director, officer or employee of RBSI who corresponds as nearly as may be to the first mentioned director, officer or employee.

(3) Without prejudice to the generality of any other provision of this Law any deed or other instrument or document (other than a will), and any contract, agreement or undertaking not in writing, which is made, executed or given on or after the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM and in which there is a reference (however worded and whether express or implied) to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM or to the directors or to any director, officer or employee of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM shall be construed and have effect as if -

- (a) for any such reference to NatWest Offshore or Coutts IOM there were substituted, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to RBSI; and
- (b) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of NatWest Offshore or Coutts IOM were, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to the directors of RBSI or, as the case may require, to such director, officer or employee of RBSI as RBSI may appoint for that purpose or, in default of appointment, to the director, officer or employee of RBSI who corresponds as nearly as may be to the first mentioned director, officer or employee.

(4) Without prejudice to the generality of any other provision of this Law but subject to any provision in this Law to the contrary effect, any enactment (other than an enactment in this Law) containing a reference (however worded and whether express or implied) to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM or to the directors or to any director, officer or employee of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM shall be construed and have effect on and from the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM as if -

- (a) for any such reference to NatWest Offshore or Coutts IOM there were substituted, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to RBSI; and
 - (b) any reference (however worded and whether express or implied) to the directors or to any director, officer or employee of NatWest Offshore or Coutts IOM were, as regards anything falling to be done or capable of being done on or after the appointed day, a reference to the directors of RBSI or, as the case may require, to such director, officer or employee of RBSI as RBSI may appoint for that purpose or, in default of appointment, to the director, officer or employee of RBSI who corresponds as nearly as may be to the first mentioned director, officer or employee.
- (5) (a) Notwithstanding anything contained in this Law, any trust deed, declaration of trust, agreement, rule, instrument or other document constituting or relating to a scheme shall remain in full force and shall not be affected by this Law;
- (b) in clause (a) above, “scheme” means any pension or superannuation fund or scheme or any group assurance or insurance scheme established by NatWest Offshore or Coutts IOM for their respective employees.

ARTICLE 5

Actions, etc. not to abate

(1) Where by virtue of this Law any right or liability of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM becomes a right or liability of RBSI, RBSI and all other persons shall, on and from the appointed day have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, claiming, perfecting or enforcing that right or liability as if it had at all times been a right or liability of RBSI.

(2) Any action, arbitration or proceeding before any court in the Island of Jersey and any cause of action, arbitration or proceeding in the Island of Jersey which shall on the appointed day be pending or existing by, against or in favour of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM shall not abate or be discontinued or be in any way prejudicially affected by the provisions of this Law, but the same may be prosecuted, continued and enforced by, against or in favour of RBSI as and when it might have been prosecuted, continued and enforced by, against or in favour of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM as if this Law had not been passed.

(3) Any judgement, decree, order or award obtained by or against NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM and not fully satisfied before the appointed day shall, to the extent to which it is enforceable by or against NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, only be enforceable, on and from the appointed day, by or against RBSI.

(4) Nothing in this Law shall terminate or prejudicially affect the appointment, authority, rights or powers of any receiver or of any receiver and manager appointed by NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM whether alone or with others, before the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM.

ARTICLE 6

Documents, etc. to remain evidence

All documents, records and admissions which, if this Law had not been passed, would have been evidence in respect of any matter for or against NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM shall, on and after the appointed day be admissible in evidence before any court in the Island of Jersey in respect of the same or the like matter for or against RBSI.

ARTICLE 7

Provisions as to trust property transferred and as to trusteeships etc.

(1) Any property transferred to and vested in RBSI by virtue of this Law which, immediately before the appointed day, was held by NatWest Offshore in respect of the business of NatWest Offshore, whether alone or jointly with any other person -

- (a) as trustee or custodian trustee of any trust deed, settlement, covenant, agreement or will, and whether generally so appointed or not, and whether appointed under hand or seal, or by order of any court or otherwise;
- (b) as executor of the will of a deceased person;
- (c) as administrator of the estate of a deceased person;
- (d) as judicial trustee or judicial factor appointed by order of any court; or
- (e) in any other fiduciary capacity whatsoever,

shall, on and from the appointed day, be held by RBSI alone or jointly with such other person (as the case may be), in the same capacity, upon the trusts, and with and subject to the rights, powers, provisions, liabilities and obligations applicable thereto respectively.

- (2) (a) Any order of any court or any trust deed, settlement, covenant, agreement, will or appointment, whether made or executed before, on or after the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore under or by virtue of which NatWest Offshore was or is or, but for the provisions of this Article, would have been (whether alone or with any other person) granted letters of administration or appointed trustee, custodian trustee, executor, tutor, curator, guardian, judicial trustee, judicial factor or custodian or appointed or confirmed in any other fiduciary capacity shall not fail by reason of anything in this Law but shall, on and from the appointed day (or, if it be later, the date upon which the order, trust deed settlement, covenant, agreement, will or appointment is made or executed), be read, construed and have effect as if for any reference therein to NatWest Offshore there were substituted a reference to RBSI;
- (b) where any order, trust deed, settlement, covenant, agreement, will or appointment such as is mentioned in the preceding paragraph authorised or authorises NatWest Offshore in respect of the business of NatWest Offshore or (in the case of any such order or other deed or instrument taking effect after the appointed day) would have authorised NatWest Offshore in respect of the business of NatWest Offshore (if NatWest Offshore had accepted such appointment) to charge remuneration or otherwise to act in accordance with a scale or terms or conditions applicable to NatWest Offshore at any particular date before, on or after the appointed day in relation to NatWest Offshore or for the time being, then on and from the appointed day (or, if it be later, the date upon which such order, trust deed, settlement, covenant, agreement, will or appointment is made or executed) every reference in such order, trust deed, settlement, covenant, agreement, will or appointment to such scale or terms or conditions shall be construed and have effect as if the same were a reference to the corresponding scale or terms or conditions applicable to RBSI at such particular date or for the time being (as the case may be):

Provided that where any such reference is to a scale or terms or conditions applicable to NatWest Offshore in respect of the business of NatWest Offshore at some date before the appointed day, then the foregoing provisions of this paragraph shall be construed and have effect as if such scale or terms or conditions had been applicable to RBSI at such prior date (notwithstanding that RBSI may not have been in existence at that date or may not have been carrying on the business of acting in the fiduciary capacity to which such scale or terms or conditions relate) and as if every reference in such scale or terms or conditions to NatWest Offshore had been a reference to RBSI.

ARTICLE 8

Supplementary provisions as to transfer

(1) Without prejudice to the generality of any other provision of this Law, the following provisions shall have effect in relation to the NatWest Offshore in respect of the business of NatWest Offshore and to Coutts IOM in respect of the banking business of Coutts IOM -

- (a) any account in existence immediately before the appointed day between NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM and a customer shall be transferred to RBSI on the appointed day and shall become, on and from the appointed day, an account

between RBSI and such customer with the same rights and subject to the same obligations and incidents (including rights of compensation and set-off) as would have been applicable thereto if such account between NatWest Offshore or Coutts IOM and the customer had continued and such account shall be deemed for all purposes to be a single continuing account:

Provided that nothing herein shall affect any right of the RBSI or of the customer on or after the appointed day to vary the conditions or incidents subject to which any account is kept;

- (b) (i) any instruction, order, direction, mandate, notice, representation, power of attorney, authority, consent or undertaking (whether in writing or not and whether or not in relation to any account) given before the appointed day to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, either alone or jointly with another person, shall apply and have effect, on and from the appointed day as if given to RBSI or, as the case may be, to RBSI jointly with such other person;
- (ii) any instruction, order, direction, mandate, notice, representation, power of attorney, authority, consent or undertaking (whether in writing or not) which is given to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, either alone or jointly with another person, on or after the appointed day and which, if given as aforesaid prior to the appointed day, would have related to an existing account between NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM and a customer shall apply and have effect as if given to RBSI or, as the case may be, to RBSI jointly with such other person;
- (c) (i) any security which, immediately before the appointed day, is held by or in favour of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM as security for the payment or discharge of any liability shall, on and from the appointed day, be held by or in favour of RBSI and be available to RBSI as security for the payment or discharge of such liability (and, in the case of a security granted for a stated maximum amount, shall have full effect in favour of RBSI up to such maximum amount); and in relation to such security and such liability, RBSI shall, on and from the appointed day, be entitled to the same rights and priorities and subject to the same obligations and incidents as NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM would have been entitled and subject to if such security had continued to be held by or in its favour;
- (ii) where any security such as is mentioned in clause (i) of this sub-paragraph extends to future advances or future liabilities, the said security shall, on and from the appointed day, be held by or in favour of RBSI and be available to RBSI as security for future advances by or future liabilities to, RBSI to the same extent and in the same manner in all respects as if it had been originally granted in favour of, and had originally extended to future advances by or future liabilities to RBSI;
- (d) the custody or possession of any document, goods, or other property held by NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, or by an agent for or nominee of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, as a bailee, depositary or custodian shall, on and from the appointed day and by virtue of this Law, be transferred to RBSI, and the rights and obligations of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM under any contract of bailment, deposit or custodianship relating to such document, goods or property, or under any other contract or arrangement (whether in writing or not) or deed or other instrument or document regulating custody or possession of the same, shall by virtue of this Law be transferred on the appointed day to RBSI;
- (e) any negotiable instrument or order for payment of money, whether drawn, given, accepted or endorsed before, on or after the appointed day in relation to NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, which is expressed to be drawn on, or given to, or accepted or endorsed by, NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, or payable at any place of business of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM, shall have the same effect on and from the appointed day (or, if it be later, the date upon which it is drawn, given, accepted or endorsed) as if it had been drawn on, or given to, or accepted or endorsed by RBSI or payable at the same place of business of RBSI.

(2) Any reference in sub-paragraph (c) of paragraph (1) above to securities held by or in favour of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM shall be construed as including a reference to securities held by an agent or trustee for, or a nominee of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM and any reference in the said sub-paragraph (c) to securities held by or in favour of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM being, on and from the appointed day, held by or in favour of RBSI shall be construed as including a reference to securities which are held by an agent or trustee for, or a nominee of NatWest Offshore in respect of the business of NatWest Offshore or Coutts IOM in respect of the banking business of Coutts IOM being, on and from the appointed day, held by such agent, trustee or nominee as agent or trustee for, or nominee of, RBSI.

ARTICLE 9

Application of Bankers' Books Evidence (Jersey) Law 1986^[6]

(1) Where bankers' books of NatWest Offshore and Coutts IOM are transferred to and vested in RBSI by virtue of this Law -

- (a) the 1986 Law shall, on and after the relevant appointed day apply to such books and existing entries made in such books as if they were books of the transferee company; and
- (b) for the purposes of Article 3 of the 1986 Law, such books shall be deemed to have been the ordinary books of the transferee company at the time of the making of any entry therein which purports to have been made before the relevant appointed day, and any such entry shall be deemed to have been made in the usual and ordinary course of business.

(2) In this Article -

“bankers' books” shall have the same meaning as in Article 1(2) of the 1986 Law; and

“the 1986 Law” means the Bankers' Book Evidence (Jersey) Law 1986.

ARTICLE 10

Savings

No provision of this Law shall operate as to prejudice or to have any effect upon such rights and liabilities of NatWest Offshore as are held or owed otherwise that in connection with the business of NatWest Offshore as defined herein or upon such rights and liabilities of Coutts IOM as are held or owed otherwise that in connection with the banking business of Coutts IOM as defined herein.

ARTICLE 11

Appointed Day

The States may by Act appoint a day for the purposes of the acquisition by RBSI of the business of NatWest Offshore and of the banking business of Coutts IOM.

ARTICLE 12

Citation

This Law may be cited as The Royal Bank of Scotland International Limited (Jersey) Law 200-.

^[1] Tomes I-III, page 232, Volume 1968-1969, page 103 and Volume 1990-1991, page 1068.

^[2] Volume 1990-1991, page 477, Volume 1992-1993, page 93, Volume 1996-1997, page 551, Volume 1998, pages 265 and 685 and Volume 1999, pages 420 and 525.

^[3] Volume 1990-1991, page 477, Volume 1992-1993, page 93, Volume 1996-1997, page 551, Volume 1998, pages 265 and 685 and Volume 1999, pages 420 and 525.

[4] Volume 1990-1991, page 890.

[5] Volume 1998, page 103 and R & Os 9369 and 9441.

[6] Volume 1986-1987, page 51 and Volume 1990-1991, page 541.