

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
BUSINESS LIST (ChD)**

**B E T W E E N :**

**THE CLAIMANTS LISTED IN SCHEDULE 1**

*Claimants*

**and**

**(3) CLYDESDALE BANK PLC  
(4) NATIONAL AUSTRALIA BANK LIMITED  
(a company incorporated in Australia)**

*Defendants*

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**APPENDIX A**

**(GLOSSARY)**

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<b><u>Defined Term</u></b>	<b><u>Meaning</u></b>
<b>Alleged Break Cost</b>	The amount which the Bank or NAB stated to the Claimant was or would be payable, or was indicative of the amount payable, by the Claimant to the Bank as a Break Cost
<b>Bank</b>	First Defendant

<b>Bank Employee</b>	Any employee of the Bank
<b>Break Cost Statement</b>	A statement made by the Bank or NAB to a Claimant to the effect that an Alleged Break Cost was payable by the Claimant or that the Bank would incur a cost or liability in that amount under a transaction or arrangement with a third party or about the magnitude or affordability of the Alleged Break Cost
<b>CYBIL</b>	CYB Investments Limited (Company Number 02108635)
<b>Early Repayment</b>	An early repayment, prepayment, variation or termination (including by way of refinancing or restructuring) of the Claimant's TBL or of all or part of the outstanding amount of a Loan
<b>Equivalent Swap</b>	An interest rate swap with the same profile as the relevant TBL (the same fixed rate of interest, the same outstanding sum, the same amortisation structure and the same term to final maturity)
<b>Fixed Rate Statement</b>	A statement made by the Bank or NAB to a Claimant that that the Fixed Rate was a "market rate" or was the Bank's "costs of funds" or the "hedging rate" or was based on LIBOR or was "today's rate" or would or might fluctuate over time, or some other statement which implied that the Fixed Rate depended on market factors external to the Bank or did not include any profit or income

	for the Bank
<b>FRL</b>	Fixed rate loan facility agreement entered into between the Claimant as borrower and the Bank as lender
<b>Indemnity</b>	The Break Cost indemnity provision in the Claimant's TBL, pleaded at paragraph 14.6
<b>Internal Swap</b>	Interest rate swap entered into between the Bank and NAB
<b>Loan</b>	The outstanding amount of the loan or loans made by the Bank to a Claimant under a TBL
<b>Market Rate</b>	The swap rate for the same duration as the FRL
<b>Mistaken Payment</b>	A payment made by a Claimant to the Bank or NAB in respect of the Alleged Break Cost
<b>Mr Thorburn</b>	Mr David Thorburn (at all relevant times, the Chief Operating Officer and Executive Director of the Bank)
<b>NAB</b>	Second Defendant
<b>NAB Employee</b>	Any employee of NAB
<b>Restructured Loan</b>	A new or amended loan facility agreement entered into by the Claimant with the Bank or NAB, which incorporated an Alleged Break Cost (whether or not with the Claimant's knowledge)
<b>Standard Terms</b>	The Bank's standard terms and conditions which were stated to be incorporated in a

	Claimant's TBL
<b>TBL</b>	Loan facility agreement entered into between the Claimant as borrower and the Bank as lender and known as a "Tailored Business Loan

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**SCHEDULE 1 TO THE MASTER PARTICULARS OF CLAIM  
(LIST OF CLAIMANTS)**

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1. Janhill Limited
2. Farol Holdings Limited
3. Mr and Mrs TPW Uglow (a firm)