



Registration of a Charge

Company name: **HSBC UK BANK PLC**

Company number: **09928412**



X7EG3S95

Received for Electronic Filing: **14/09/2018**

Details of Charge

Date of creation: **10/09/2018**

Charge code: **0992 8412 0007**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND**

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: 9928412

Charge code: 0992 8412 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2018 and created by HSBC UK BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2018 .

Given at Companies House, Cardiff on 18th September 2018

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**

(1) HSBC UK BANK PLC

(2) CHEQUE AND CREDIT CLEARING COMPANY LIMITED

and

(3) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

AS SECURITY TRUSTEE

ACCESSION DEED

(PAPER SCHEME)

CONTENTS

Clause		Page
1.	INTERPRETATION	2
2.	ACCESSION	2
3.	SECURITY	2
4.	MISCELLANEOUS	3
5.	GOVERNING LAW AND JURISDICTION	4
6.	COUNTERPARTS	4
7.	THIRD PARTY RIGHTS	4

ACCESSION DEED

THIS DEED is dated **10 SEPTEMBER** 2018

BETWEEN:

- (1) **HSBC UK BANK PLC**, whose registered office is at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ and whose registered number is 09928412 (the "**Acceding Party**");
- (2) **CHEQUE AND CREDIT CLEARING COMPANY LIMITED**, whose registered office is at 2 Thomas More Square, London E1W 1YN and whose registered number is 1962903, acting for and on behalf of the Chargors (the "**C&C System Operator**");
- (3) **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND** of Threadneedle Street, London, EC2R 8AH, as security trustee for the Beneficiaries (the "**Security Trustee**" and, together with the C&C System Operator and the Acceding Party, the "**Parties**").

BACKGROUND

- (A) This Deed is supplemental to the:
 - (i) deed of charge dated 14 June 2012 and made between (1) the entities listed in Schedule 1 thereto (as amended from time to time) as Chargors; and (2) the Security Trustee as security trustee on behalf of the Beneficiaries (the "**Deed of Charge**"); and
 - (ii) court-sanctioned ring-fencing transfer scheme under Part VII of the Financial Services and Markets Act 2000 which became effective on 1 July 2018 (the "**Scheme**"),in each case, as may be amended, supplemented and/or restated from time to time.
- (B) Pursuant to the Scheme, the HSBC Group, which operates under the listed entity, HSBC Bank PLC, ring-fenced its day-to-day banking services from the products and services designed for larger corporate, wholesale and international banking clients.
- (C) The Acceding Party is the new ring-fenced bank which has been established by the HSBC Group to deal with day-to-day retail and SME business banking in the United Kingdom.
- (D) The Scheme effectively transferred the day-to-day retail and SME business banking in the United Kingdom of the HSBC Group from HSBC Bank PLC to the Acceding Party.
- (E) It is intended that this Deed documents that the Acceding Party is a Chargor under the Deed of Charge, notwithstanding that all rights, obligations and liabilities of HSBC Bank PLC in relation to the Deed of Charge have been substituted to the Acceding Party pursuant to the Scheme.

- (F) The Acceding Party has also, pursuant to the Scheme, become a party to the Membership Agreement (as defined below) as a Member.
- (G) The Acceding Party has agreed to enter into this Deed, which is intended to reflect and appropriately document its arrangements with the Parties under the Deed of Charge as a result of the Scheme.
- (H) It is intended that this Deed takes effect as a deed, notwithstanding the fact that a party may only execute it under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed:
 - (i) "**Accession Date**" means the date of this Deed;
 - (ii) "**Membership Agreement**" means the system membership agreement dated 22 August 2008 between (among others) the C&C System Operator and the Security Trustee (as amended, supplemented and/or restated from time to time, including as amended and replaced by the amended system membership agreement dated 15 September 2011); and
 - (iii) "**Liquidity Agreement**" means the Cheque and Credit Liquidity Funding and Collateralisation Agreement dated 14 June 2012 between (among others) the C&C System Operator and the Security Trustee (as amended, supplemented and/or restated from time to time, including as amended and restated on 6 March 2014).
- (b) Unless the context otherwise requires, words and expressions defined in the Deed of Charge shall apply *mutatis mutandis* to this Deed as if the same were set out in full in this Deed.
- (c) The provisions of clause 1.2 of the Deed of Charge apply to this Deed as though they were set out in full in this Deed except that references to the Deed of Charge will be construed as references to this Deed.

2. ACCESSION

With effect on and from the Accession Date, the Acceding Party:

- 2.1.1** will become a party to the Deed of Charge as a Chargor; and
- 2.1.2** will be bound by all the terms of the Deed of Charge which are expressed to be binding on a Chargor.

3. SECURITY

- 3.1** Clauses 3.2 to 3.5 below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.
- 3.2** All the security created under this Deed:
- 3.2.1** is created in favour of the Security Trustee as security trustee for the Security Beneficiaries;
 - 3.2.2** is created over present and future assets of the Acceding Party (as described in clause 2 (*Creation of Security*) of the Deed of Charge);
 - 3.2.3** is security for the payment of all the Secured Liabilities; and
 - 3.2.4** is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 3.3** The Acceding Party charges by way of first fixed charge all of its rights and interest in respect of:
- 3.3.1** 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; and
 - 3.3.2** its Securities Account.
- 3.4** The Acceding Party may not:
- 3.4.1** create or permit to subsist any security interest on any Security Asset; or
 - 3.4.2** sell, transfer, licence, lease or otherwise dispose of any Security Asset; or
 - 3.4.3** withdraw any security credited to its Securities Account,
- except as permitted or contemplated under the Deed of Charge or the Liquidity Agreement.
- 3.5** The Security Trustee holds the benefit of the security interests created pursuant to this Deed on trust for the Security Beneficiaries from time to time in relation to the Acceding Party.
- 4. MISCELLANEOUS**
- 4.1** From the effective date of the Scheme, the Deed of Charge will be read and construed for all purposes as if the Acceding Party had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the Accession Date).
- 4.2** The parties acknowledge that entering into this Deed shall not constitute a breach of either:-
- 4.2.1** the representation set out at clause 3.6 (*Securities Account*); or

4.2.2 the negative pledge at clause 4.1 (*Negative Pledge etc.*),

of the Deed of Charge.

5. GOVERNING LAW AND JURISDICTION

The provisions of clause 16 of the Deed of Charge shall apply *mutatis mutandis* to this Deed as if the same were set out in full in this Deed.

6. 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.

7. THIRD PARTY RIGHTS

A person who is not a party to this Deed 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.

THIS DEED has been entered into as a deed and is delivered on the date stated at the beginning of this Deed.

SIGNATORIES TO ACCESSION DEED

EXECUTED AS A DEED on behalf of
CHEQUE AND CREDIT CLEARING
COMPANY LIMITED, and in the
presence of:

Signature

ALAN MCDONALD

Print Name

Name of witness

L. REBUCK

Signature of witness

Address of witness

2 THOMAS WARE SQ
LONDON
E1W 1YN

EXECUTED AS A DEED on behalf of
HSBC UK BANK PLC, and in the
presence of:

Signature

SUSAN A YARHAM

Print Name

Name of witness

MERIEL PRITCHARD

Signature of witness

Address of witness

8 CANADA SQUARE
LONDON
E14 5HQ

EXECUTED on behalf of THE
GOVERNOR AND COMPANY OF
THE BANK OF ENGLAND (as
Security Trustee)

.....
Signature

Michael Jaws
.....
Print Name