

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register
particulars of a mortgage or charge
for a Scottish LLP
To do this, please use form
LL MG01s

WEDNESDAY



S16LYC6R

SCT

11/04/2012

#87

COMPANIES HOUSE

LLP details

LLP number

0 C 3 4 0 0 9 4

LLP name in full

LLOYDS TSB COVERED BONDS LLP (the LLP)

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

Date of creation of charge

Date of creation

2 9 0 3 2 0 1 2

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Assignment in security (the **Charge**) by the LLP in favour of BNY Mellon
Corporate Trustee Services Limited dated 29 March 2012 in accordance with
and pursuant to Clause 3 4 of the Deed of Charge

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any and all moneys, obligations and liabilities,
whether actual or contingent, from time to time due
or owing by the LLP to the Secured Creditors under
Covered Bonds and/or the Transaction Documents
which the LLP covenants and undertakes in clause 2
of the Deed of Charge to pay and discharge and all
claims, demands or damages for breach of any such
covenant, and references to the Secured Obligations
includes references to any of them (the **Secured
Obligations**).

Please see continuation page for definitions

Continuation page

Please use a continuation page if
you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name	BNY Mellon Corporate Trustee Services Limited
Address	(as trustee of the Secured Creditors) One Canada Square, London (the Security Trustee)
Postcode	E 1 4 5 A L
Name	
Address	
Postcode	

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars	<p>The LLP as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in clause 4 of the Deed of Charge assigns to and in favour of the Security Trustee, in security for the discharge and payment of the Secured Obligations, the LLP's whole right, title, interest and benefit, present and future, in and to the Scottish Trust Property and in and to the Scottish Declaration of Trust, surrogating and substituting the Security Trustee in its full right and therein and thereto.</p> <p>The parties to the Charge agree that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to Clause 3 of the Deed of Charge shall be deemed to be repeated in the Charge and shall apply <i>mutatis mutandis</i> to the property referred to in Clause 3 of the Charge and the security and other rights and powers created under and pursuant to the Charge and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent with the Charge apply <i>mutatis mutandis</i> to the Charge provided always that the Charge shall be without prejudice to the Deed of Charge and all of the rights, powers, obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding the Charge.</p> <p>Please see continuation page for definitions</p>
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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

Delivery of instrument

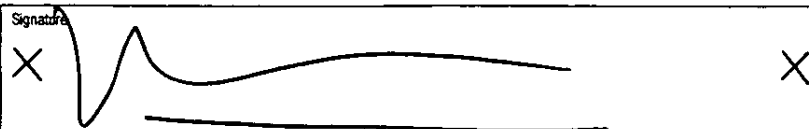
You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly.

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK. The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where property situated in another part of UK.

Signature

Please sign the form here

Signature

Signature  X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name

SAG/LLO23.0070

Company name

Dundas & Wilson CS LLP

Address

Saltire Court

20 Castle Terrace

Edinburgh

Post town

County/Region

Postcode

E H 1 2 E N

Country

DX

553001 Edinburgh 18

Telephone

0131 200 7453

Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For LLPs registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

LL MG01 - continuation page

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	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Covered Bonds has the meaning ascribed to it in the Master Definitions and Construction Agreement</p> <p>Deed of Charge means the deed of charge dated 20 October 2008 and made between, <i>inter alios</i>, the LLP and the Security Trustee.</p> <p>Master Definitions and Construction Agreement means the master definitions and construction agreement between, <i>inter alios</i>, the LLP, the Security Trustee and the Seller dated 20 October 2008 (as the same may be amended, varied and/or supplemented from time to time)</p> <p>Related Security has the meaning ascribed to it in the Master Definitions and Construction Agreement.</p> <p>Scottish Declaration of Trust means the scottish declaration of trust dated 29 March 2012 between the Seller and the LLP</p> <p>Scottish Loans has the meaning ascribed to it in the Master Definitions and Construction Agreement</p> <p>Scottish Trust Property means certain Scottish Loans together with their Related Security as more fully specified and defined in the Scottish Declaration of Trust.</p> <p>Secured Creditors has the meaning ascribed to it in the Master Definitions and Construction Agreement.</p> <p>Seller means Lloyds TSB Bank plc (registered number 00002065)</p> <p>Transaction Documents has the meaning ascribed to it in the Master Definitions and Construction Agreement.</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC340094
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION IN SECURITY
DATED 29 MARCH 2012 AND CREATED BY LLOYDS TSB
COVERED BONDS LLP FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE LIMITED LIABILITY
PARTNERSHIP TO THE SECURED CREDITORS ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 AS APPLIED TO THE
LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF
COMPANIES ACT 2006) REGULATIONS 2009 ON THE 11 APRIL
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES