



## Registration of a Charge

LLP name: **LLOYDS BANK COVERED BONDS LLP**

LLP number: **OC340094**



X85OIS2Y

Received for Electronic Filing: **17/05/2019**

## Details of Charge

Date of creation: **08/05/2019**

Charge code: **OC34 0094 0012**

Persons entitled: **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating 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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**ALLEN & OVERY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number: OC340094

Charge code: OC34 0094 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2019 and created by LLOYDS BANK COVERED BONDS LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 17th May 2019 .

Given at Companies House, Cardiff on 20th May 2019

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## SUPPLEMENTAL DEED OF CHARGE AND ACCESSION UNDERTAKING

THIS DEED is made on 8 May 2019

### BETWEEN

- (1) **LLOYDS BANK COVERED BONDS LLP** (with registered number OC340094), a limited liability partnership incorporated in England and Wales under the Limited Liability Partnerships Act 2000, whose registered office is at 35 Great St. Helen's, London EC3A 6AP (**LLP**);
- (2) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (registered number 02631386), whose office is at One Canada Square, London E14 5AL in its capacities as **Security Trustee** and **Bond Trustee**);
- (3) **LLOYDS BANK PLC** (formerly known as Lloyds TSB Bank plc) (registered number 2065), a public limited company incorporated under the laws of England and Wales whose registered office is at 25 Gresham Street, London, EC2V 7HN in its respective capacities as **Issuer**, **Account Bank** and **GIC Provider**;
- (4) **LLOYDS BANK PLC** (formerly known as Lloyds TSB Bank plc) (registered number 2065), a public limited company incorporated under the laws of England and Wales, whose registered office is at 25 Gresham Street, London EC2V 7HN in its respective capacities as **Cash Manager** and **Servicer**;
- (5) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH**, acting through its offices at One Canada Square, London E14 5AL in its respective capacities as **Principal Paying Agent**, **Exchange Agent** and **Transfer Agent**;
- (6) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**, acting through its offices at Aerogolf Center, 1A, Hoehenhof, L-1736 Senningerberg, Luxembourg in its respective capacities as **Registrar**;
- (7) **INTERTRUST MANAGEMENT LIMITED**, a private limited company incorporated under the laws of England and Wales, whose registered office is at 35 Great St. Helen's, London EC3A 6AP in its capacity as **Corporate Services Provider**; and
- (8) **BTA INSTITUTIONAL SERVICES AUSTRALIA LIMITED (ABN 48 002 916 396)** and **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH** in their capacity as the **New Secured Creditors**).

### NOW THIS DEED WITNESSES AS FOLLOWS

#### WHEREAS:

- (A) This supplemental deed of charge and accession (the **Supplemental Deed of Charge and Accession**) is a supplemental deed of amendment and accession to the Deed of Charge dated 20 October 2008 (the **Principal Deed of Charge**) and as supplemented by the First Supplemental Deed of Charge on 17 April 2018 made between the parties hereto and relating to a covered bond programme established by the Issuer (the **Programme**).
- (B) The LLP and the Security Trustee has agreed to enter into a supplemental agency agreement with BTA Institutional Services Australia Limited (ABN 48 002 916 396) in relation to its capacity as the Australian Paying Agent, the Australian Registrar and the Australian Calculation Agent.

- (C) The parties to the Principal Deed of Charge have agreed to enter into this Deed to reflect certain changes to the Deed of Charge.
- (D) The LLP has agreed to provide the Security Trustee with the benefit of the security described in the Deed of Charge to secure the LLP's obligations to the Secured Creditors.
- (E) The terms of the Deed of Charge permit the LLP to secure its obligations to New Secured Creditors thereunder.
- (F) The New Secured Creditors have agreed to enter into this Deed to accede to the provisions of the Deed of Charge.
- (G) Pursuant to the terms of the Deed of Charge, the Secured Creditors have acknowledged and agreed to the accession of New Secured Creditors and to permit any consequential changes to the Priorities of Payments set out in the LLP Deed and/or the Deed of Charge as are required and any other amendment as may be required to give effect to this Deed.

## 1. INTERPRETATION

The Fourth Amended and Restated Master Definitions and Construction Agreement made between the parties to the Transaction Documents dated 8 May 2019 (as the same may be amended, restated, varied, supplemented, replaced and/or novated from time to time) (the **Master Definitions and Construction Agreement**) is expressly and specifically incorporated into this Deed and, accordingly, the expressions defined in the Master Definitions and Construction Agreement shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Deed, including the recitals hereto and this Deed shall be construed in accordance with the interpretation provisions set out in clause 2 (*Interpretation and Construction*) of the Master Definitions and Construction Agreement.

## 2. MODIFICATION

- 2.1 With effect from the date hereof the Principal Deed of Charge shall be modified in such manner as would result in the Principal Deed of Charge as so modified being in the form set out below:

- (a) A new Clause 3.7(b) shall be added to the Deed of Charge and the existing paragraph under Clause 3.7 shall be renumbered '(a)' accordingly:

*“(b) The LLP, by way of first fixed security for the payment and discharge of the Secured Obligations, subject to Clause 4 (Release of Charged Property), hereby charges by way of first fixed charge in favour of the Security Trustee all of its right, title, interest and benefit, present and future in, to and under any Excess Proceeds received from the Australian Bond Trustee pursuant to the Australian Deed Poll TO HOLD the same unto the Security Trustee absolutely.”*

- (b) Clause 6.5(d) of the Deed of Charge is deleted and replaced in full as follows:

*“(d) Excess Proceeds received from the Bond Trustee and/or the Australian Bond Trustee (as applicable) pursuant to the Trust Deed or the Australian Deed Poll;”*

## 3. REPRESENTATIONS AND WARRANTIES

- 3.1 The New Secured Creditor hereby represents and warrants to the Security Trustee and each of the Secured Creditors in respect of itself that as of the date of this Deed:

- (a) pursuant to the terms of the Agreement, the LLP has agreed to pay to the New Secured Creditors the amounts as determined from time to time in accordance with the Agreement; and
- (b) the Agreement expressly provides that all amounts due from the LLP thereunder are to be secured by the Deed of Charge.

3.2 The LLP hereby represents and warrants to the Security Trustee and each of the Secured Creditors that as at the date of this Deed, the conditions to issuing further Covered Bonds set out in the Programme Agreement are satisfied.

#### **4. ACCESSION**

In consideration of the New Secured Creditors being accepted as a Secured Creditor for the purposes of the Deed of Charge by the parties thereto as from the date of this Deed, each of the New Secured Creditors:

- (a) confirms that as from 8 May 2019, it intends to be a party to the Deed of Charge as a Secured Creditor;
- (b) undertakes to comply with and be bound by all of the provisions of the Master Definitions and Construction Agreement and the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto;
- (c) undertakes to perform, comply with and be bound by all of the provisions of the Deed of Charge in its capacity as a Secured Creditor, as if it had been an original party thereto as provided in Clause 7.2(a)(v) of the Deed of Charge; and
- (d) agrees that the Security Trustee shall be the Security Trustee of the Deed of Charge for all Secured Creditors upon and subject to the terms set out in the Deed of Charge.

#### **5. SCOPE OF THE DEED OF CHARGE**

The LLP, the New Secured Creditors and the Security Trustee hereby agree that for relevant purposes under the Deed of Charge and the Master Definitions and Construction Agreement:

- (a) the Agreement shall be treated as an LLP Agreement; and
- (b) each of the New Secured Creditors shall be treated as a Secured Creditor.

#### **6. APPLICATION**

Prior to and following enforcement of the Security all amounts at any time held by the LLP, the Cash Manager or the Security Trustee in respect of the security created under or pursuant to the Deed of Charge shall be held and/or applied by such person subject to and in accordance with the relevant provisions of the LLP Deed, the Cash Management Agreement and the Deed of Charge.

#### **7. NOTICES AND DEMANDS**

Any notice or communication under or in connection with this Deed, the Deed of Charge or the Master Definitions and Construction Agreement shall be given in the manner and at the times set out in Clause 27 (*Notices*) of the Deed of Charge to the addresses given in this Clause or at such other address as the recipient may have notified to the other parties hereto and/or thereto in writing.

The address referred to in this Clause 7 for the New Secured Creditors is:

**The Australian Paying Agent, Australian Registrar and Australian Calculation Agent:**

BTA Institutional Services Australia Limited (ABN 48 002 916 396)  
Level 2, 1 Bligh Street  
Sydney NSW 2000  
Australia

Fax: +61 2 9260 6009  
Attention: Global Client Services

**The Australian Bond Trustee**

The Bank of New York Mellon, London Branch  
One Canada Square  
Canary Wharf  
London E14 5AL

Fax: +44 (0)20 7964 2531  
Attention: Corporate Trust Administration (CDO)

or such other address and/or numbers as the New Secured Creditors may notify to the parties to the Deed of Charge in accordance with the provisions thereof.

**8. CHOICE OF LAW**

- (a) This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and shall be construed in accordance with English law.
- (b) Each party to this Deed hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Deed (including a dispute relating to any non-contractual obligations arising out of or relating to this Deed), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Deed hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action or proceeding.

**DULY EXECUTED AND DELIVERED AS A DEED** by each of the parties hereto or on its behalf on the date appearing on page 1.

**LLP**

**EXECUTED** as a **DEED** by  
**LLOYDS BANK COVERED BONDS LLP**  
acting by its duly authorised attorney

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

in the presence of:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Witness:

Name:

Address:

*Alexander Blakeney*  
*25 Gresham Street, EC2V 7HW*

**Security Trustee and Bond Trustee**

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
as Security Trustee and Bond Trustee  
acting by two of its lawful Attorneys:

**Attorney**

**Attorney**

in the presence of:

Witness:

Signature:

Address: One Canada Square, London E14 5AL

**New Secured Creditors**

**EXECUTED** as a **DEED** by  
**BTA INSTITUTIONAL SERVICES AUSTRALIA LIMITED (ABN 48 002 916 396)**  
by its duly authorised attorney

in the presence of:

Witness:

Name:

Address:

**EXECUTED** as a **DEED** by  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**  
as Australian Bond Trustee  
acting by its duly authorised signatory:



**LLP**

**EXECUTED** as a **DEED** by  
**LLOYDS BANK COVERED BONDS LLP**  
acting by its duly authorised attorney

in the presence of:

Witness:  
Name:  
Address:

**Security Trustee and Bond Trustee**

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
as Security Trustee and Bond Trustee  
acting by two of its lawful Attorneys:

Attorney

Anthony Edet  
Authorised Signatory

Attorney

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Jonathan Rogers  
Authorised Signatory

in the presence of:

Witness:  
Signature:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

T. Hawson

Address: One Canada Square, London E14 5AL

**New Secured Creditors**

**EXECUTED** as a **DEED** by  
**BTA INSTITUTIONAL SERVICES AUSTRALIA LIMITED (ABN 48 002 916 396)**  
by its duly authorised attorney

in the presence of:

Witness:  
Name:  
Address:

**EXECUTED** as a **DEED** by  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**  
as Australian Bond Trustee  
acting by its duly authorised signatory:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 20

Anthony Edet  
Authorised Signatory

**LLP**

**EXECUTED as a DEED by**  
**LLOYDS BANK COVERED BONDS LLP**  
acting by its duly authorised attorney

in the presence of:

Witness:

Name:

Address:

**Security Trustee and Bond Trustee**

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
as Security Trustee and Bond Trustee  
acting by two of its lawful Attorneys:

**Attorney**

**Attorney**

in the presence of:

Witness:

Signature:

Address: One Canada Square, London E14 5AL

**New Secured Creditors**

**EXECUTED as a DEED by** Joseph Raymond Reid, Vice President  
**BTA INSTITUTIONAL SERVICES AUSTRALIA LIMITED (ABN 48 002 916 396)**  
by its duly authorised attorney

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

in the presence of:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Witness:

Name: Ian Lee

Address: Level 2 / 1 Bligh Street, Sydney, NSW, 2000 Australia

**EXECUTED as a DEED by**  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**  
as Australian Bond Trustee  
acting by its duly authorised signatory:

**EXECUTED** as a **DEED** by  
**LLOYDS BANK PLC**

as Issuer, Seller, Account Bank, GIC Provider and Interest Rate Swap Provider, Covered Bond Swap Provider

by its duly authorised attorney

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

in the presence of:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Name: *Alexander Blakeney*

Address: *25 Gresham Street, EC2V 7HW*

**EXECUTED** as a **DEED** by  
**LLOYDS BANK PLC**

as Cash Manager and Servicer

by its duly authorised attorney

REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006

in the presence of:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Name: *Alexander Blakeney*

Address: *25 Gresham Street, EC2V 7HW*

**EXECUTED** as a **DEED** by

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

as Principal Paying Agent, Exchange Agent

and Transfer Agent

acting by its duly authorised signatory:

**EXECUTED** as a **DEED** by for and on behalf of

**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**

as Registrar

in the presence of

Witness name:

Signature:

**EXECUTED as a DEED by  
LLOYDS BANK PLC**

as Issuer, Seller, Account Bank, GIC Provider and Interest Rate Swap Provider, Covered Bond Swap Provider  
by its duly authorised attorney

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in the presence of:

Name:

Address:

**EXECUTED as a DEED by  
LLOYDS BANK PLC**

as Cash Manager and Servicer  
by its duly authorised attorney

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in the presence of:

Name:

Address:

**EXECUTED as a DEED by**

**THE BANK OF NEW YORK MELLON, LONDON BRANCH**

as Principal Paying Agent, Exchange Agent  
and Transfer Agent  
acting by its duly authorised signatory:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

---

Anthony Edet  
Authorised Signatory

**EXECUTED as a DEED by for and on behalf of**

**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**

as Registrar

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Anthony Edet  
Authorised Signatory

---

in the presence of  
Witness name:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

T. Hewson

Signature:

**One Canada Square, London  
E14 5AL**

Address:

**EXECUTED** as a **DEED** by  
**INTERTRUST**  
**MANAGEMENT LIMITED**  
as Corporate Services Provider  
acting by ~~two directors~~  
*one director*

)  
)  
)  
)

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Witness:

REDACTED UNDER  
S859G OF THE  
COMPANIES ACT 2006

Name:

Orey Salu

Address:

35 Great St Helens  
London  
EC3A 6AP