



Registration of a Charge

LLP name: **TSB COVERED BONDS LLP**

LLP number: **OC411834**



X6HWQA3V

Received for Electronic Filing: **27/10/2017**

Details of Charge

Date of creation: **09/10/2017**

Charge code: **OC41 1834 0016**

Persons entitled: **CITICORP TRUSTEE COMPANY LIMITED AS SECURITY TRUSTEE**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **INTERTRUST CORPORATE SERVICES LIMITED AS SECRETARY OF
THE MEMBER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC411834

Charge code: OC41 1834 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2017 and created by TSB 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 27th October 2017 .

Given at Companies House, Cardiff on 31st October 2017

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

Certified as a true copy of the original

Weller
Intertrust Corporate Services Limited
as Secretary

*of TSB Covered Bond LM Limited
(Member)*

ASSIGNATION IN SECURITY

between

TSB COVERED BONDS LLP (registered number OC411834), 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 (referred to herein as the LLP);

and

TSB BANK PLC (registered number SC095237) a public limited company incorporated under the laws of Scotland, acting through its office at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH (referred to herein as the Seller)

WHEREAS:

- (A) This Scottish Supplemental Charge is supplemental to a Deed of Charge dated 24 February 2017 (the Deed of Charge) made between, *inter alios*, the LLP and Citicorp Trustee Company Limited (the Security Trustee, which expression shall include its successor or successors as trustee under and in terms of the Deed of Charge);
- (B) In terms of the Deed of Charge the Security Trustee *inter alia* holds the security constituted or to be constituted by or pursuant to the Deed of Charge on trust for the Secured Creditors;
- (C) A Scottish Declaration of Trust dated 9th October 2017 (the Scottish Declaration of Trust) has been entered into between the Seller and the LLP and delivered, in terms of which certain Scottish Loans together with their Related Security as more fully specified and defined therein (the Scottish Trust Property) are held in trust by the Seller for the LLP;
- (D) This Scottish Supplemental Charge by the LLP and the Seller in favour of the Security Trustee is made in accordance with and pursuant to Clause 3.4 (*Scottish Trust Security*) of the Deed of Charge.

NOW THEREFORE the parties hereto **HAVE AGREED** and **DO HEREBY AGREE** as follows:

1. The master definitions and construction agreement made between *inter alios* the LLP, the Security Trustee and the Seller dated 24 February 2017 (as the same may be amended, varied and/or supplemented from time to time with the consent of the parties thereto, the Master Definitions and Construction Schedule) is expressly and specifically incorporated into this deed and, accordingly, the expressions defined in the Master Definitions and Construction Schedule shall, except where the context otherwise requires and save where otherwise defined herein, have the same meanings in this Scottish Supplemental Charge, 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 Schedule.
2. The LLP covenants with and undertakes to the Security Trustee as trustee for the Secured Creditors that it will, subject to the provisions of the LLP Agreements, duly and punctually pay and discharge the Secured Obligations in accordance with the terms of Clause 3 (*Security and Declaration of Trust*) of the Deed of Charge.
3. The LLP as holder of the beneficial interest therein and with absolute warrandice and subject to the proviso for release contained in Clause 4 (*Release of Charged Property*) of the Deed of

Charge HEREBY 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 place therein and thereto.

4. The LLP (for itself and on behalf of the Security Trustee) hereby gives notice of and intimates the assignation in security made in terms of Clause 3 (*Security and Declaration of Trust*) hereof to the Seller as trustee under the Scottish Declaration of Trust and the Seller by its execution hereof immediately subsequent to the execution of this Scottish Supplemental Charge by the LLP consents thereto, acknowledges such notice and intimation and confirms that save under or pursuant to the Transaction Documents as at the date hereof it has not received notification of any other dealing with the Scottish Trust Property or any part thereof or the Scottish Declaration of Trust.
5. The parties hereby 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 (*Security and Declaration of Trust*) of the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in Clause 3 (*Security and Declaration of Trust*) hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto provided always that this deed 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 this deed.
6. This Scottish Supplemental Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of Scotland.

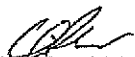
IN WITNESS WHEREOF these presents typewritten on this and the preceding two pages are executed for and on behalf of the LLP and the Seller as follows:

SUBSCRIBED for and on behalf of
the said TSB Bank plc

at 9th OCTOBER 2017

on BARNETT WAY, GLOS GL4 3RL

By CHRIS PALMER
(Print Name)


Authorised Signatory

acting as their attorney pursuant to a Power of
Attorney granted by the said TSB Bank plc and
in the presence of this witness

ALISON FLETCHER
(Print Full Name)


Witness

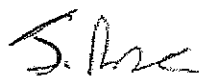
of BARNETT WAY
BARNWOOD, GLOS
GL4 3RL

SUBSCRIBED for and on behalf of the said
TSB COVERED BONDS LLP

at 9th October 2017

on Barnett Way Glos GL4 3RL

by Sharon Rose
(Print Name)


Authorised Signatory

in the presence of this witness

ALISON FLETCHER
(Print Full Name)


Witness

of BARNETT WAY
BARNWOOD, GLOS
GL4 3RL