



Registration of a Charge

Company name: **TSB BANK PLC**

Company number: **SC095237**



X65ON8SQ

Received for Electronic Filing: **03/05/2017**

Details of Charge

Date of creation: **21/04/2017**

Charge code: **SC09 5237 0005**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND
(SECURITY TRUSTEE FOR THE SECURITY BENEFICIARIES)**

Brief description: **N/A**

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: 95237

Charge code: SC09 5237 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st April 2017 and created by TSB BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2017 .

Given at Companies House, Edinburgh on 3rd May 2017

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**

ACCESSION DEED

THIS DEED is dated 21 APRIL 2017

BETWEEN

- (1) TSB Bank plc of Henry Duncan House, 120 George Street, Edinburgh EH2 4LH with company number SC95237 (the "**Acceding Party**");
- (2) THE COMPANIES LISTED IN SCHEDULE 1 to this Deed (together the "**Existing Members**");
- (3) FASTER PAYMENTS SCHEME LIMITED as the "**System Operator**"; and
- (4) THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND in its role as Settlement Service Provider and Security Trustee (the "**Bank**").

BACKGROUND

This agreement is supplemental to:

- a) the Deed of Charge dated 21 September 2015 and made between (1) the Existing Members as Chargors and (2) the Bank as Security Trustee (the "**Deed of Charge**"); and
- b) the FPS Reserves Collateralisation Account Agreement dated 21 September 2015 and made between (1) the System Operator as System Operator, (2) the Bank as Settlement Service Provider and Security Trustee, and (3) the Existing Members (the "**RCA Agreement**", together with the Deed of Charge, the "**Accession Documents**" and each an "**Accession Document**").

It is intended that this document take effect as a deed, notwithstanding that certain parties have only executed this Deed under hand.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 Unless the context otherwise requires, words and expressions defined in a membership agreement dated 21 September 2015 between, inter alia, (1) Faster Payments Scheme Limited as the System Operator, and (2) the Members names therein (the "**Membership Agreement**") shall apply mutatis mutandis to this Deed as if the same were set out in full in this Deed.
- 1.2 The principles of construction set out in clauses 1.2 to 7 of the Membership Agreement, shall apply mutatis mutandis to this agreement as if the same were set out in full in this Deed.

2 ACCESSION OF ACCEDING PARTY

- 2.1 In satisfaction of the Acceding Party's obligations under clause 3.1(c) of the Membership Agreement, by its execution of this Deed, the Acceding Party unconditionally and irrevocably undertakes to and agrees with each of the other parties to this Deed to observe and be bound by the terms and provisions of:

- (a) the Deed of Charge as a Chargor (as that term is defined in the Deed of Charge) (for the avoidance of doubt, the Acceding Party accordingly grants the security created pursuant to Clause 2 (Creation of Security) of the Deed of Charge); and
- (b) the RCA Agreement as a FPS Member (as that term is defined in the RCA Agreement),

with effect from the date of this Deed.

2.2 Pursuant to clause 12 of the Membership Agreement the System Operator, as agent for the Existing Members, hereby consents to the accession of the Acceding Party to the Accession Documents on the terms set out in this Deed and agrees that the Accession Documents shall hereafter be read and construed as if the Acceding Party had been named in each Accession Document as an original party in the capacity described above at clause 2.1.

2.3 Save as amended by this Deed, all terms and conditions of the Accession Documents shall continue in full force and effect with effect from the date of this Deed.

3 ACCESSION DOCUMENTS

This Deed shall hereafter be read as one with each Accession Document so that all references in each Accession Document to "**this agreement**" or "**this deed**" and similar expressions shall include references to this Deed.

4 NOTICES

The address of the Acceding Party for notices and demands under the Accession Documents are as follows:

Postal Address: 20 Gresham Street, London EC2V 7JE

e-mail address: Helen.Rose@TSB.co.uk

Attention: Chief Operating Officer (cc Company Secretary)

5 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.

6 THIRD PARTY RIGHTS

Subject to clause 11.1(b) and clause 11.7(b) of the RCA Agreement, 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.

7 GOVERNING LAW AND JURISDICTION

The provisions of clause 13 of the Membership Agreement shall apply mutatis mutandis to this agreement as if the same were set out in full in this agreement.

THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

SIGNED BY:

.....
[Redacted Signature]

(Signature)

C. F. TILLOTSON
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as the System Operator

SIGNED BY:

.....
[Redacted Signature]

(Signature)

C. F. TILLOTSON
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as agent for the Existing Members

SIGNED BY:

.....

(Signature)

.....

(Print name)

ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

THIS DEED HAS BEEN EXECUTED AS A DEED and is delivered and takes effect on the date stated at the beginning of it.

SIGNED BY:

.....
(Signature)

C. F. TILLOTSON
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as the System Operator

SIGNED BY:

.....
(Signature)

C. F. TILLOTSON
ON BEHALF OF FASTER PAYMENTS SCHEME LIMITED
as agent for the Existing Members

SIGNED BY:

.....
(Signature)

.....
(Print name)

MICHAEL JONES
ON BEHALF OF THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND

EXECUTED as a DEED by)
TSB Bank plc)
acting by)

.....)
in the presence of)
.....)

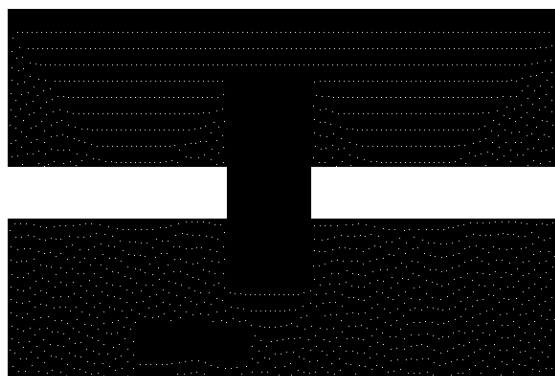
..PAUL PESTER.....

Director

..ALISON LOWE.....

Witness

Address: TSB BANK PLC
20 GRESHAM ST
LONDON
EC2V 7JE



SCHEDULE 1

The Existing Members

BARCLAYS BANK PLC, whose registered office is at One Churchill Place, London E14 5HP and whose registered number is 1026167;

CLEARBANK LIMITED, whose register office is at Level 29, The Gherkin, 30 St. Mary Axe, London, England, EC3A 8EP, and whose registered number is 09736376;

CITIBANK NA, whose registered office is at 399 Park Avenue New York, New York 10043 USA and whose registered number is FC001835 with registered UK branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB;

CLYDESDALE BANK PLC, whose registered office is at 30 St. Vincent Place, Glasgow G1 2HL and whose registered number is SC001111;

HSBC BANK PLC whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 14259;

LLOYDS BANK PLC whose registered office is at 25 Gresham Street, London EC2V 7HN and whose registered number is 2065;

METRO BANK PLC, whose registered office is at One Southampton Row, London, WC1B 5HA and whose registered number is 06419578;

MONZO Bank LTD, whose registered office is at White Bear Yard, 2nd Floor, 144a Clerkenwell Road, London, EC1R 5DF and whose registered number is 09446231;

NATIONWIDE BUILDING SOCIETY whose principal office is at Pipers Way, Swindon SN38 1NW;

NORTHERN BANK LIMITED whose registered office is at Donegall Square West, Belfast, BT1 6JS and whose registered number is R568;

R. RAPHAEL & SONS PLC whose registered office is at 19-21 Shaftesbury Avenue London W1D 7ED and whose registered number is 01288938

SANTANDER UK PLC whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN and whose registered number is 02294747;

STARLING BANK LTD, whose registered office is at Norfolk House, 31 St James's Square, London SW1Y 4JR and whose registered number is 09092149;

THE CO-OPERATIVE BANK PLC whose registered office is at PO Box 101, 1 Balloon Street, Manchester M60 4EP and whose registered number is 990937;

THE ROYAL BANK OF SCOTLAND PLC whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose registered number is 90312.