



Registration of a Charge

Company name: **LLOYDS BANK PLC**
Company number: **00002065**



X8FOES6P

Received for Electronic Filing: **08/10/2019**

Details of Charge

Date of creation: **18/09/2019**

Charge code: **0000 2065 0071**

Persons entitled: **BNP PARIBAS**

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 ELECTRONIC ORIGINAL INSTRUMENT.**

Certified by: **CHRISTOPHER ARNOLD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2065

Charge code: 0000 2065 0071

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2019 and created by LLOYDS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2019 .

Given at Companies House, Cardiff on 8th October 2019

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

**Schedule 2
Form of Confirmation**

From: Lloyds Bank plc
Address: 10 Gresham Street, London EC2V 7AE, United Kingdom
(the "Pledgor")
To: BNP Paribas
Address: 10 Harewood Avenue, London NW1 6AA, United Kingdom
(the "Pledgee")

Delivered by: courier facsimile email Other: _____

Date: 18 September 2019

Dear Sirs,

This letter is a Confirmation within the meaning of the Clearstream Terms and Conditions for CBL Pledge Agreements (the "Conditions").

In this Confirmation, a reference to "Conditions" is a reference to the Conditions in the version available on the internet website of Clearstream Banking as available on the date of this Confirmation (and without prejudice to any subsequent amendments to such Conditions, in accordance with, and subject to, Article 14 of the Conditions).

Terms not otherwise defined in this Confirmation shall have the meaning given to them in the Conditions.

The purpose of this Confirmation is to confirm the terms of the CBL Pledge Agreement concluded between us, as Pledgor and you, as Pledgee (the "Parties").

This letter confirms the creation of a financial collateral arrangement in the form of a first ranking pledge ("gage de premier rang") over the Collateral Account (identified below) and any claims deriving therefrom and assets credit thereto from time to time, in favour of the Pledgee, as security for the Secured Liabilities (identified below) (the "Pledge").

The Pledge and our agreed contractual terms in relation to such Pledge (confirmed in this Confirmation) are governed by the Conditions and consequently this Confirmation and the CBL Pledge Agreement incorporate the provisions of the Conditions by reference. All provisions contained in the Conditions govern this Confirmation, as supplemented by the provisions contained hereunder.

In this regard, the CBL Pledge Agreement shall bear the following additional terms:

1. Date of CBL Pledge Agreement: 18 September 2019
2. Collateral Account number: [REDACTED]
3. Scope of Secured Liabilities:

A reference to the Principal Agreement (including any Underlying Transaction(s) if so permitted by the Principal Agreement) secured by the Pledge over the Pledged Assets shall be a reference to the following

Terms and Conditions

Principal Agreement between the Parties (please tick the selected agreement and indicate below the date of any schedules, protocols or supplements in relation to the selected agreement as well as any Margin Transfer Agreement (if any) or indicate relevant information in relation to the Principal Agreement if it is not specifically designated in the list below):

- 1987 ISDA Interest Rate Swap Agreement
- 1992 ISDA Master Agreement
- 2002 ISDA Master Agreement
- 1995 Global Master Repurchase Agreement
- 2000 Global Master Repurchase Agreement
- 2011 Global Master Repurchase Agreement
- 2000 Global Master Securities Lending Agreement
- 2010 Global Master Securities Lending Agreement
- July 2016 Clearstream terms and conditions for repurchase transactions
- Other: Name: _____

[details of selected agreement to be inserted]

GMSLA (and Schedule thereof) is dated as of 12 January 2010 (as that agreement may be amended from time to time)

4. It is hereby confirmed that CBL has been duly informed of the Pledge over the Pledged Assets in favour of the Pledgee and that the Pledge is subject to the Conditions, in accordance with the process described in Article 4.2 of the Conditions.

In accordance with Article 13 of the Conditions, this Confirmation shall be governed by, and construed in accordance with, the laws of Luxembourg. Any dispute arising under or in connection with this Confirmation shall be submitted to the jurisdiction of the courts of Luxembourg City.

Please confirm that this Confirmation accurately reflects the terms of our agreement under the CBL Pledge Agreement, by return of a dated and countersigned version of this completed, dated and signed Confirmation by us.

Yours faithfully,

The Pledgor



Authorized Signature

MANDJ SHAM

Name

MANAGER

Function



Authorized Signature

TINA LOU

Name

MANAGER

Function