



Registration of a Charge

Company name: **VIRGIN MONEY PLC**

Company number: **06952311**

Received for Electronic Filing: **17/10/2018**



X7GR20IW

Details of Charge

Date of creation: **12/10/2018**

Charge code: **0695 2311 0006**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND**

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 ORIGINAL INSTRUMENT.**

Certified by:

**CECILIA GRATTONI FOR AND ON BEHALF OF FASTER PAYMENTS
SCHEME LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6952311

Charge code: 0695 2311 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th October 2018 and created by VIRGIN MONEY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2018 .

Given at Companies House, Cardiff on 19th October 2018

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 12th October 2018

BETWEEN

- (1) VIRGIN MONEY PLC of Jubilee House, Gosforth, Newcastle upon Tyne, NE3 4PL, with company number 06952311 (the "**Acceding DCS Participant**");
- (2) FASTER PAYMENTS SCHEME LIMITED as the "**System Operator**"; and
- (3) 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, as amended and replaced from time to time, and made between (1) the companies listed in Schedule 1 to this Deed (together, the **DCS Participants**) as Chargors and (2) the Bank as Security Trustee (the "**Deed of Charge**"); and
- b) the Collateralisation Accounts Agreement dated 21 September 2015, as amended and replaced from time to time, and made between (1) the System Operator as System Operator, (2) the Bank as Settlement Service Provider and Security Trustee, and (3) the DCS Participants (the "**CAA**", 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 participation agreement dated 21 September 2015, as amended and replaced from time to time, between, inter alia, (1) Faster Payments Scheme Limited as the System Operator, and (2) the DCS Participants named therein (the "**DCS Participation 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 DCS Participation 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 DCS Participation 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 and undertakes to the DCS Participants 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 CAA as a DCS Participant (as that term is defined in the CAA),
with effect from the date of this Deed.

2.2 With effect from the date of this Deed, the Acceding Party shall accede to the Accession Documents on the terms set out in this Deed and 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: Jubilee House, Gosforth, Newcastle upon Tyne, NE3 4PL
E-mail address: N/A
Attention: The 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 CAA, a person who is not a party to this Deed or to the Accession Documents 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 DCS Participation 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.



(Signature)
SCHEME LIMITED

(Signature)
(Print name)
COMPANY OF THE BANK OF ENGLAND

EXECUTED as a DEED by VIRGIN MONEY PLC:

(Signature)

(Print name)

(Signature of witness)

(Name of witness)

(Address of witness)

(Occupation of witness)

SCHEDULE 1

The DCS Participants

ACCESS BANK UK LIMITED, whose registered office is at 4 Royal Court, Gadbrook Way Gadbrook Park, Northwich, Cheshire, CW9 7UT and whose registered number is 06365062;

ATOM BANK PLC, whose registered office is at The Rivergreen Centre, Aykley Heads, Durham DH1 5TS and whose registered number is 08632552;

BARCLAYS BANK PLC, whose registered office is at 1 Churchill Place, London E14 5HP and whose registered number is 01026167;

BARCLAYS BANK UK PLC, whose registered office is at 1 Churchill Place, London E14 5HP and whose registered number is 09740322;

BFC BANK LIMITED, whose registered office is at 9th Floor South Quay Plaza; 189 Marsh Wall, London E14 9SH, and whose registered number is 04797759;

CITIBANK NA, whose registered office is at 388 Greenwich Street, New York 100413 USA and whose registered number is FC001835 with registered UK branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, with UK establishment number BR001018;

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

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

ELAVON FINANCIAL SERVICES DAC, whose registered office is at Building 8 Cherrywood Business Park, Loughlinstown, Dublin 18 and whose registered number is 418442;

HSBC BANK PLC, whose registered office is at 8 Canada Square, London E14 5HQ and whose registered number is 000014259;

HSBC UK BANK PLC, whose registered office is at 1 Centenary Square, Birmingham B1 1HQ and whose registered number is 09928412;

IPAGOO LLP, whose registered office is at One Aldgate, Aldgate, London, EC3N 1RE and whose registered number is OC377842;

LLOYDS BANK PLC whose registered office is at 25 Gresham Street, London EC2V 7HN and whose registered number is 00002065;

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 230 City Road, London, England, EC1V 2QY and whose registered number is 09446231;

NATIONAL WESTMINSTER BANK PLC, whose registered office is at 135 Bishopsgate, London EC2M 3UR and whose registered number is 00929027;

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 R0000568;

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 3rd Floor, 2 Finsbury Avenue, London EC2M 2PP, 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 00990937;

TRANSFERWISE LIMITED, whose registered office is at 6th Floor, Tea Building, 56 Shoreditch High Street, London, England, E1 6JJ and whose registered number is 07209813;

TSB BANK PLC, whose registered office is at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH and whose registered number is SC095237; and

TURKISH BANK (UK) LIMITED, whose registered office is at 84-86 Borough High Street, London SE1 1LN, with company number 02643004.