



## Registration of a Charge

LLP name in full: **COVENTRY BUILDING SOCIETY COVERED BONDS LLP**

LLP Number: **OC337802**



Received for filing in Electronic Format on the: **05/04/2023**

XC0SCCMW

### Details of Charge

Date of creation: **21/03/2023**

Charge code: **OC33 7802 0005**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEPHERD AND WEDDERBURN LLP**



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

LLP number: OC337802

Charge code: OC33 7802 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st March 2023 and created by COVENTRY BUILDING SOCIETY 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 5th April 2023 .

Given at Companies House, Cardiff on 11th April 2023

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

## SCOTTISH SUPPLEMENTAL CHARGE

### ASSIGNATION IN SECURITY

BY

- (1) **COVENTRY BUILDING SOCIETY COVERED BONDS LLP** (partnership number OC337802), a limited liability partnership incorporated under the laws of England and Wales whose registered office is at Oak Tree Court, Harry Weston Road, Binley, Coventry, CV3 2UN (referred to herein as the **LLP**);

IN FAVOUR OF

- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**, incorporated under the laws of England and Wales whose registered office is at 8 Canada Square, London E14 5HQ (the **Security Trustee**, which expression shall include its successor or successors as trustee under and in terms of the Deed of Charge);

WITH THE CONSENT, ACKNOWLEDGEMENT AND CONFIRMATION OF

- (3) **COVENTRY BUILDING SOCIETY**, a building society incorporated under the Building Society Act 1986 (as amended) of England and Wales with its principal office at Coventry House, Binley Business Park, Harry Weston Road, Coventry, CV3 2TQ, UK (referred to herein as the **Seller**);

### WHEREAS:

- (A) This Scottish Supplemental Charge is supplemental to a deed of charge dated 17 July 2008 as amended and supplemented on 8 April 2011 and 22 December 2021 (as the same may be further amended, supplemented or restated from time to time, the **Deed of Charge**) made between, *inter alios*, the LLP and the Security Trustee;
- (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 with an effective date on or before the effective date hereof (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; and
- (D) This Scottish Supplemental Charge is made in accordance with and pursuant to clause 3.8 (*Scottish Supplemental Charge*) 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 parties to this Scottish Supplemental Charge on 17 July 2008 as amended and restated on 8 May 2009, 16 December 2010, 8 April 2011, 11 January 2013, 5 July 2013, 12 January 2017, 11 September 2018, 22 November 2019, 24 September 2020 and 22 December 2021 (as the same may be amended, varied and/or supplemented from time to time, the **Master Definitions and Construction Agreement**) is expressly and specifically incorporated into this Scottish Supplemental Charge 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 Scottish Supplemental Charge, including the recitals hereto and this Scottish Supplemental Charge 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. 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.
3. 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 2 hereof to the Seller as trustee under the Scottish Declaration of Trust and the Seller by its execution hereof consents thereto, acknowledges such notice and intimation and confirms that save under or pursuant to the Transaction Documents as at the effective date hereof it has not received notification of any other dealing with the Scottish Trust Property or the Scottish Declaration of Trust or any part thereof.
4. 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 2 hereof and the security and other rights and powers created hereunder 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 Scottish Supplemental Charge 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 Scottish Supplemental Charge.
5. This Scottish Supplemental Charge may be executed in any number of counterparts and by each of the parties on separate counterparts.

Where executed in counterpart:

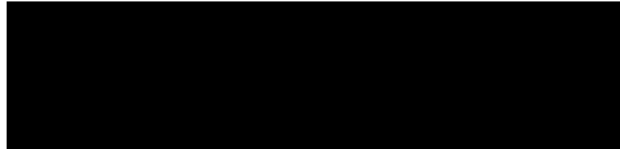
- (a) this Scottish Supplemental Charge will not take effect until each of the counterparts hereof have been delivered;
- (b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as, and the Scottish Declaration of Trust has been, delivered; and
- (c) the date of delivery may be inserted in the testing clause in the space provided for the effective date of this Scottish Supplemental Charge.

6. This Scottish Supplemental Charge shall be governed by and construed in accordance with the laws 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 with an effective date of 21 March 2023 as follows:

**SUBSCRIBED** for and on behalf of  
**COVENTRY BUILDING SOCIETY**  
**COVERED BONDS LLP:**

)  
)  
)



acting by its authorised signatory

name of authorised signatory:

LYNDON HORWELL

at (insert place of signing):

COVENTRY

on (insert date of signing):

8th March 2023

before this witness:

Witness' signature:



Name:

PHILIP O'HENSLY

Address:

Oakfield House, Buley Business  
Park, Coventry, CV3 2TQ

**SUBSCRIBED** for and on behalf of  
**COVENTRY BUILDING SOCIETY:**

acting by its authorised signatory

name of authorised signatory:

at (insert place of signing):

on (insert date of signing):

)  
)  
)  
)

PHILIP HEMSTEV

COVENTRY

8th March 2023

before this witness:

Witness' signature:

Name:

Address:

)  
)  
)  
)

James Trotman

Oakfield House, Bunley Business  
Park, Coventry CV3 2TQ