



Registration of a Charge

Company name: **METRO BANK PLC**

Company number: **06419578**

Received for Electronic Filing: **22/01/2020**



X8X69U0F

Details of Charge

Date of creation: **10/01/2020**

Charge code: **0641 9578 0006**

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

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:

PAY.UK LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6419578

Charge code: 0641 9578 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2020 and created by METRO BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2020 .

Given at Companies House, Cardiff on 23rd January 2020

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 10 JANUARY 2020

BETWEEN:

- (1) Metro Bank PLC (registered number 06419578) with its registered office at One, Southampton Row, London, England, WC1B 5HA (the Acceding Participant); and
- (2) The Governor and Company of the Bank of England of Threadneedle Street, London EC2R 8AH as security trustee for the Security Beneficiaries under and as defined in the Deed of Charge referred to below (the Security Trustee and, together with the Acceding Participant, the Parties).

BACKGROUND:

- (A) The Acceding Participant will become a Participant in the Payment System on the Accession Date.
- (B) The Deed of Charge, a copy of the form of which appears as Annex 1 to this Deed, was entered into on 3 June 2019 by the Chargors and the Security Trustee.
- (C) The Acceding Participant has agreed to enter into this Deed and to become a Chargor under the Deed of Charge. The Acceding Participant will also, by execution of a separate instrument, become a party to the BACS Settlement Agreement as a Participant.
- (D) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed:
 - (i) Accession Date means [10 JANUARY 2020].
 - (ii) Deed of Charge means the Deed of Charge entered into on 3 June 2019 by the Chargors and the Security Trustee (as amended and restated from time to time).
- (b) Terms defined in the Deed of Charge have the same meaning in this Deed unless given a different meaning in this Deed.
- (c) The provisions of clause 1.2 (a) – (f) (Construction) of the Deed of Charge apply to this Deed as though they were set out in full in this Deed except that references to the Deed of Charge will be construed as references to this Deed.

2. ACCESSION

With effect on and from the Accession Date the Acceding Participant:

- (a) will become a party to the Deed of Charge as a Chargor; and
- (b) will be bound by all the terms of the Deed of Charge which are expressed to be binding on a Chargor.

3. SECURITY

- (a) Paragraphs (b) to (e) below apply without prejudice to the generality of clause 2 (Accession) of this Deed.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Trustee;
 - (ii) is created over present and future assets of the Acceding Participant (as described in clause 2.2 (Charge) of the Deed of Charge);
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Acceding Participant charges by way of first fixed charge the Credit Balance together with all other rights and benefits accruing to or arising in connection with the Credit Balance (including, but not limited to, entitlements to interest).
- (d) The Acceding Party may not:
 - (i) create or permit to subsist any Security Interest over its rights and interest in respect of its Credit Balance; or
 - (ii) withdraw, transfer or otherwise deal or purport to deal with (including by way of assignment, charge or declaration of trust) any part of its rights and interest in respect of its Credit Balance,

except as permitted or contemplated under the Deed of Charge or the BACS Settlement Agreement.
- (e) The Security Trustee holds the benefit of the Security Interest created pursuant to this Deed on trust for the Security Beneficiaries from time to time in relation to the Acceding Participant.
- (f) At the end of the Security Period, the Security Trustee and the other Parties must, at the request and cost of a Chargor, take whatever action is necessary to release the Chargor's rights and interest in respect of its Credit Balance from the security created by this Deed.
- (g) Clause 14 (Resignation) of the Deed of Charge is incorporated here mutatis mutandis and as if reference to "this Deed" means this Deed.

4. MISCELLANEOUS

With effect from the Accession Date, the Deed of Charge will be read and construed for all purposes as if the Acceding Participant had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the Accession Date).

5. GOVERNING LAW

This Deed and all rights and obligations (including, without limitation, any non-contractual obligations) arising under or in connection with this Deed are governed by the laws of England and Wales.

6. JURISDICTION

6.1 Jurisdiction

The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Deed (including, without limitation, any non-contractual obligations) and the Parties accordingly submit to the exclusive jurisdiction of the courts of England and Wales.

6.2 Binding Forum

The Parties:

- (a) waive objection to the courts of England and Wales on grounds of inconvenient forum or otherwise as regards proceedings arising out of or in connection with this Deed; and
- (b) agree that a judgement or order of a court of England and Wales in connection with this Deed is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SIGNATORIES TO ACCESSION DEED

EXECUTED BY [REDACTED] RO BANK PLC
acting as

in the presence of DAVID ADEEN

CFO.
Director

[REDACTED]

Witness JAMES THURGOOD - HEAD OF LEGAL

Address: METRO BANK PLC
ONE SOUTHAMPTON ROW
WC1R 5HA

EXECUTED as a deed for and on behalf of THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND as Security Trustee

~~The common seal of THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND was hereunto affixed in the presence of:~~

~~Signature of authorised signatory~~

~~Name of authorised signatory~~

~~Signature of authorised signatory~~

~~Name of authorised signatory~~

By: [REDACTED]

MICHAEL JONES

Title: HEAD OF DIVISION