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**FINAL DRAFT**

**SERIES 2019-5 SUPPLEMENTAL AGENCY AGREEMENT**

**\_\_\_ DECEMBER 2020**

**LLOYDS BANK PLC  
as Issuer**

**and**

**LLOYDS BANK COVERED BONDS LLP  
as LLP and Guarantor**

**and**

**THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH  
as Principal Paying Agent, Exchange Agent and Transfer Agent**

**and**

**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED  
as Bond Trustee and Security Trustee**

**and**

**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH  
as Registrar**

**supplemental to the Ninth Amended and Restated Agency Agreement  
dated 8 May 2019**

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**THIS SERIES 2019-5 SUPPLEMENTAL AGENCY AGREEMENT** is made on \_\_\_ December 2020

**BETWEEN:**

- (1) **LLOYDS BANK PLC** (registered number 2065), a public limited company incorporated under the laws of England and Wales, whose registered office is at 25 Gresham Street, London, EC2V 7HN (the **Issuer**);
- (2) **LLOYDS BANK COVERED BONDS LLP** (registered number OC340094), a limited liability partnership incorporated in England and Wales under the Limited Liability Partnerships Act 2000, whose registered office is at 1 Bartholomew Lane London EC2N 2AX (acting in its capacity as guarantor as to payments of interest and principal under the Covered Bonds, the **LLP** and **Guarantor**);
- (3) **THE BANK OF NEW YORK MELLON, ACTING THROUGH ITS LONDON BRANCH**, whose registered office is at One Canada Square, London E14 5AL (acting in its capacity as the **Principal Paying Agent**, the **Transfer Agent** and the **Exchange Agent**, which expression shall include any Successor principal paying agent, transfer agent or exchange agent, as the case may be, appointed under Clause 26 (Changes in Agents));
- (4) **THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**, whose registered office is at Building – Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg (the **Registrar**, which expression shall include any Successor registrar appointed under Clause 26 (Changes in Agents) and together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or Successor paying agent appointed under Clause 26 (Changes in Agents)); and
- (5) **BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED** (registered number 02631386), a company incorporated under the laws of England and Wales whose registered office is at One Canada Square, London E14 5AL (acting in its capacity as bond trustee, the **Bond Trustee** and acting in its capacity as security trustee, the **Security Trustee**).

**WHEREAS:**

- (A) This Series 2019-5 Supplemental Agency Agreement is supplemental to the ninth amended and restated agency agreement dated 8 May 2019 (the **Ninth Amended and Restated Agency Agreement**, or the **Agency Agreement**, or the **Agreement**).
- (B) The Issuer on 23 July 2019 issued U.S.\$1,000,000,000 Series 2019-5 2.125 per cent. Fixed Rate Covered Bonds due July 2022 (ISIN: XS2031976082) (the **Series 2019-5 Covered Bonds**), under the Programme. The Series 2019-5 Covered Bonds remain outstanding as at the date of this Series 2019-5 Supplemental Agency Agreement.
- (C) Pursuant to Condition 14 (Meetings of Covered Bondholders, Modification, Waiver and Substitution) and Schedule 4 (Provisions for Meetings of Covered Bondholders) of the Trust Deed, the holders of the Series 2019-5 Covered Bonds have at the meeting convened by the Notice, to be held via teleconference on 4 December 2020 (the **Meeting**) authorised, requested and directed the Bond Trustee to enter into this Series 2019-5 Supplemental Agency Agreement by way of Extraordinary Resolution dated on or about the date of the Meeting (the **Extraordinary Resolution**).

- (D) The Issuer has requested the Bond Trustee to enter into this Series 2019-5 Supplemental Agency Agreement to concur in making the modifications referred to in Clause 2 below with respect to the Series 2019-5 Covered Bonds.
- (E) The Bond Trustee, acting on the directions of the Covered Bondholders pursuant to the Extraordinary Resolution, has agreed with the Issuer to modify the Final Terms of the Series 2019-5 Covered Bonds and amend Condition 4.2(b)(ii) (Screen Rate Determination for Floating Rate Covered Bonds) accordingly.

**IT IS HEREBY AGREED as follows:**

**1. DEFINITIONS AND CONSTRUCTION**

Subject as otherwise provided in this Series 2019-5 Supplemental Agency Agreement and unless there is anything in the subject or context inconsistent therewith, all words and expressions defined in the Agency Agreement shall have the same meanings in this Series 2019-5 Supplemental Agency Agreement.

**2. MODIFICATION**

With effect from the date hereof, in respect of the Series 2019-5 Covered Bonds only, a new Clause 9.2(d) (Interest Determination) of the Ninth Amended and Restated Agency Agreement shall be inserted as follows and the sub-clauses are re-numbered accordingly:

**"9.2 Interest determination**

1. The Rate of Interest for each Interest Accrual Period will, subject to Condition 14.2(d), and as provided below, be the Compounded Daily SOFR plus or minus the Margin, where:

**Compounded Daily SOFR** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment in U.S. Dollars (with the applicable SOFR as the reference rate for the calculation of interest) and will be calculated by the Principal Paying Agent (or such other party responsible for the calculation of the Rate of Interest) on the Interest Determination Date as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_{i-pUSBD} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

2.

where:

**d** is the number of calendar days in the relevant Interest Accrual Period;

**d<sub>0</sub>** is the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

**i** is a series of whole numbers from one to d<sub>0</sub>, each representing the U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

**USBD** means a U.S. Government Securities Business Day;

**n<sub>i</sub>**, for any U.S. Government Securities Business Day "i", means the number of calendar days from and including such U.S. Government Securities Business Day "i" up to but excluding the following U.S. Government Securities Business Day;

**p** means the number of U.S. Government Securities Business Days included in the Observation Look-Back Period; and

**SOFR<sub>i-pUSBD</sub>** means SOFR for the U.S. Government Securities Business Day (being a U.S. Government Securities Business Day falling in the relevant Observation Period) falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i".

3. Subject to Condition 14.2(d), if SOFR is not available in respect of any U.S. Government Securities Business Day, then the reference rate shall be SOFR for the first preceding Business Day on which SOFR was published on the Federal Reserve Bank of New York's Website, and "SOFR" shall be interpreted accordingly.

For the purposes of Condition 4.2(b)(ii), the following definitions will apply:

**Federal Reserve Bank of New York's Website** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source (for the avoidance of doubt, this website (and/or any successor source) and the contents thereof do not form part of this document).

**Observation Period** means, in respect of an Interest Accrual Period, the period from and including the date falling "p" U.S. Government Securities Business Days prior to the first day of the relevant Interest Accrual Period and ending on, but excluding, the date which is "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Covered Bonds become due and payable).

**SOFR** means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the Federal Reserve Bank of New York's Website, in each case on or about 5:00 p.m. (New York City Time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day.

**U.S. Government Securities Business Day** means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or any successor thereto) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

If the relevant Series of Covered Bonds become due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Covered Bonds became due and payable and the Rate of Interest on such Covered Bonds shall, for so long as any such Covered Bond remains outstanding, be that determined on such date and as if (solely for the purpose of such interest determination) the relevant Interest Accrual Period had been shortened accordingly."

### 3. GENERAL

- 3.1 The provisions of the Agency Agreement, as modified by this Series 2019-5 Supplemental Agency Agreement, shall continue in full force and effect and shall be valid and binding obligations of each of the Issuer, the LLP, the Bond Trustee and the Security Trustee.
- 3.2 The Agency Agreement shall henceforth be read and construed as one document with this Supplemental Agency Agreement.

3.3 A memorandum of this Series 2019-5 Supplemental Agency Agreement shall be endorsed by the Bond Trustee on the Agency Agreement and by the Issuer on its duplicate thereof.

#### **4. THIRD PARTY RIGHTS**

A person who is not a party to this Series 2019-5 Supplemental Agency Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

#### **5. COUNTERPARTS AND SEVERABILITY**

5.1 This Series 2019-5 Supplemental Agency Agreement may be executed in any number of counterparts (manually or by facsimile) and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

5.2 Where any provision in or obligation under this Series 2019-5 Supplemental Agency Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations under this Series 2019-5 Supplemental Agency Agreement, or of such provision or obligation in any other jurisdiction, shall not be affected or impaired thereby.

#### **6. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

6.1 This Series 2019-5 Supplemental Agency Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

6.2 Each party to this Series 2019-5 Supplemental Agency Agreement hereby irrevocably submits to the exclusive jurisdiction of the English courts in any action or proceeding arising out of or relating to this Series 2019-5 Supplemental Agency Agreement (including a dispute relating to any non-contractual obligations arising out of or relating to this Series 2019-5 Supplemental Agency Agreement), and hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined by such courts. Each party to this Series 2019-5 Supplemental Agency Agreement hereby irrevocably waives, to the fullest extent it may possibly do so, any defence or claim that the English courts are an inconvenient forum for the maintenance or hearing of such action.

**SIGNATORIES**

**SIGNED** by  
**LLOYDS BANK PLC**  
as Issuer  
acting by its duly authorised attorney

By: \_\_\_\_\_

Name:

**SIGNED** by  
**LLOYDS BANK COVERED BONDS LLP**  
as LLP and Guarantor

acting by its duly authorised attorney

By: \_\_\_\_\_

Name:

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**SIGNED** for and on behalf of  
**THE BANK OF NEW YORK MELLON, LONDON BRANCH**  
as Principal Paying Agent, Exchange Agent and  
Transfer Agent

By: \_\_\_\_\_

Name:

**SIGNED** for and on behalf of  
**THE BANK OF NEW YORK MELLON SA/NV, LUXEMBOURG BRANCH**  
as Registrar

By: \_\_\_\_\_

Name:

**SIGNED** for and on behalf of  
**BNY MELLON CORPORATE TRUSTEE SERVICES LIMITED**  
as Bond Trustee and Security Trustee

By: \_\_\_\_\_

Name:

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