

MG06

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IRIS Laserform

Particulars of a charge subject to which property has
been acquired

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ What this form is for
You may use this form to register
particulars of a charge subject to
which property has been acquired

✗ What this form is NOT
You cannot use this form for
submitting particulars of
subject to which property
acquired for a company
in Scotland. To do this, please
use form MG06s

THURSDAY



A05 *A4ASVDR6* #181
02/07/2015

COMPANIES HOUSE For official use

1 Company details

Company number 0 0 0 0 1 4 1 9

Company name in full Phoenix Life Assurance Limited

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d1 d6 m0 m4 y1 y9 y9 y8 ✓

3 Description of the instrument (if any) creating or evidencing the charge

Description ① Initial Advance Collateral Deed of Charge between National
Provident Institution and Bankers Trustee Company Limited,
amongst others

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d3 d0 m0 m6 y2 y0 y1 y5

5 Amount secured

Please give us details of the amount secured by the mortgage or charge

Continuation page
Please use a continuation page if
you need to enter more details

Amount secured 8 1
+
1 0
The aggregate of all moneys and other liabilities for the time being due, owing or payable by the
Borrower to the Issuer under or in respect of the Loan Agreement, the Initial Advance Collateral
Deed of Charge, the Calculation Confirmation Agency Agreement, the Administration Agreement,
the Trust Deed, the Bonds, the Issuer Deed of Charge, the Agency Agreement, the Subscription
Agreement and the Facility Management Agreement

Terms capitalised herein are defined in the continuation sheets

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6**Mortgagee(s) or person(s) entitled to the charge**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if
you need to enter more details

Name

Deutsche Trustee Company Limited

Address

Winchester House, 1 Great Winchester Street

London

Postcode

E C 2 N 2 D B

Name

Address

Postcode

Name

Address

Postcode

7**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

T
+
95

All right, title, interest and benefit of the Borrower, present and future, in and to
(i) the Custody Accounts and all moneys, shares, securities, rights and properties from time to time standing to the credit thereof,
(ii) the Eligible Securities recorded in the Custody Accounts,
(iii) all dividends, interest, distributions and income arising from or paid in respect of any Eligible Securities recorded in the Custody Accounts and all moneys or proceeds arising from the sale or maturity of any such Eligible Securities,
(iv) the benefit of all covenants relating thereto and all rights and remedies for enforcing the same, and
(v) the Initial Advance Collateral for the time being comprised in or subject to the Security Interests created by the deed of charge

Terms capitalised herein are defined in the continuation sheets

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

9

Signature

Please sign the form here

Signature

Signature

X



X

SIMON TRUE, DIRECTOR

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sarah Selvey-Clinton

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode EC1A 2FG

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Notes	
	<p>1 Negative Pledge</p> <p>The Borrower has covenanted that it shall not permit any Security Interest, other than (i) a market charge (as defined in Section 173 of the Companies Act 1989), (ii) a set off arising in the ordinary course of business and (iii) a Security Interest arising by operation of law, and (iv) the Security Interests arising pursuant to the Deed to be created over or to affect the charged property</p> <p>2 Definitions</p> <p>"Administration Agreement" means the agreement dated the Closing Date between the Issuer, the Administrator, the Security Trustee and the Borrower under which the Administrator agrees to provide certain corporate, administration and cash management services to the Issuer,</p> <p>"Administrator" means Marsh Management Services (Dublin) Limited (formerly Bank of Ireland International Finance Limited) whose registered office is at 25-28 Adelaide Road, Dublin 2, Ireland, (which expression shall include such person for the time being acting as administrator under the Administration Agreement and the Facility Manager, (which expression shall include such person for the time being acting as facility manager under the Facility Management Agreement)),</p> <p>"Agency Agreement" means the agreement dated the Closing Date between the Issuer, the Bond Trustee, the Borrower, Deutsche Bank AG, London (formerly Bankers Trust Company Limited) acting as the agent bank, the Irish Paying Agent, the Facility Manager and the Principal Paying Agent,</p> <p>"Bonds" means the Class A1 Bonds, the Class A2 Bonds and the Further Bonds,</p> <p>"Bond Trustee" means Deutsche Bank Trust Co Limited (as successor to Deutsche Bank International Trust Co (Jersey) Ltd, formerly BT Trustees (Jersey) Limited) whose principal office is at PO Box 523, Lefebvre Street, St Peter Port, Guernsey, GY1 6EJ (which expression shall include such person and all other persons from time to time acting as the bond trustee or trustees pursuant to the Trust Deed),</p> <p>"Borrower" means Phoenix Life Assurance Limited (as successor to National Provident Life Limited as successor to National Provident Institution) incorporated with limited liability in England and Wales whose principal office is at 1 Wythall Green Way, Wythall, Birmingham B47 6WG,</p> <p>"Calculation Confirmation Agency Agreement" means the agreement dated the Closing Date between the Issuer, the Borrower, the Calculation Confirmation Agent and the Bond Trustee pursuant to which the Calculation Confirmation Agent agrees to act as agent of the Issuer as described therein,</p> <p>"Calculation Confirmation Agent" means Watson Wyatt Limited (as successor to Watson Wyatt LLP) whose principal place of business is at Watson House, London Road, Reigate, Surrey RH2 9PQ, which expression shall include such person for the</p>	

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Short particulars

time being acting as calculation confirmation agent under the Calculation Confirmation Agency Agreement,

"Class A1 Advance" means the advance of £140,000,000 made by the Issuer to the Borrower on the Closing Date,

"Class A1 Bonds" means the Class A1 Limited Recourse Bonds due 2012 issued by the Issuer on the Closing Date pursuant to the Trust Deed,

"Class A2 Advance" means the advance of £120,000,000 made by the Issuer to the Borrower on the Closing Date,

"Class A2 Bonds" means the Class A2 Limited Recourse Bonds due 2022 issued by the Issuer on the Closing Date pursuant to the Trust Deed,

"Closing Date" means 16 April 1998,

"Collateral Trustee" means Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited) whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB, (which expression shall include such person and all other persons for the time being acting as the Collateral Trustee or trustees pursuant to the Deed),

"Custodian" means, in respect of the Deed, the person from time to time acting as custodian thereunder,

"Custody Accounts" means initially (i) the bank account maintained by the Custodian with Lloyds Bank Plc acting through its division Lloyds Bank Securities Services at Princess House, 1 Suffolk Lane, London and (ii) the securities account designated "Mutual Securitisation Plc Securities Account No 1" opened on the Closing Date by the Custodian at the instruction of the Borrower, in which the Custodian shall record all Eligible Securities to be transferred to it as security under the Deed, and such other account or accounts maintained by the Custodian for the purpose of the Deed and which are approved by the Collateral Trustee and Custody Account means any of them,

"Deed" means the initial advance collateral deed of charge dated 16 April 1998 National Provident Institution and Bankers Trustee Company Limited, amongst others,

"Eligible Securities" has the meaning set out in Schedule 13 of the Loan Agreement,

"Facility Management Agreement" means the facility management agreement dated the Closing Date between the Borrower, the Issuer, the Facility Manager, the Security Trustee, the Collateral Trustee and the Bond Trustee pursuant to which the Facility Manager agrees to provide certain calculation services to the Issuer,

"Facility Manager" means means Marsh Management Services (Dublin) Limited whose registered office is at 25-28 Adelaide Road, Dublin 2, Ireland, (which expression shall include such person and all other persons for the time being acting as Facility

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Short particulars	<p>Manager),</p> <p>"Further Bonds" means any bonds issued by the Issuer other than the Class A1 Bonds and the Class A2 Bonds,</p> <p>"Initial Advance Collateral" means the property from time to time subject to the Deed,</p> <p>"Irish Paying Agent" means the Governor and Company of the Bank of Ireland or such other person acting as Irish paying agent under the Agency Agreement,</p> <p>"Issuer" means Mutual Securitisation Plc (incorporated in Ireland with registration number 276735) whose registered office is at La Touche House, International Financial Services Centre, Dublin 1, Ireland,</p> <p>"Issuer Deed of Charge" means the deed of charge dated the Closing Date between, inter alia, the Issuer, the Security Trustee and the Bond Trustee,</p> <p>"Loan Agreement" means the loan agreement dated the Closing Date between the Borrower, the Issuer, the Bond Trustee, the Collateral Trustee, the Administrator, the Facility Manager and the Calculation Confirmation Agent a copy of which is annexed as Appendix 1 to the Deed and pursuant to which the Issuer made the Class A1 Advance and the Class A2 Advance to the Borrower, subject to and in accordance with the terms thereof,</p> <p>"Managers" means Swiss Bank Corporation, acting through its division SBC Warburg Dillon Read, Dresdner Bank AG, London Branch and Goldman Sachs International,</p> <p>"Principal Paying Agent" means Deutsche Bank AG London (formerly Bankers Trust Company) whose principal place of business in London is at Winchester House, 1 Great Winchester Street, London EC2N or such other person acting as principal paying agent in respect of the Bonds pursuant to the Agency Agreement,</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, right of set-off assignment by way of security, retention of title, hypothecation, or any security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising and whether expressed to be conditional or otherwise and any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be re-leased to or re-acquired or acquired by the Borrower,</p> <p>"Security Trustee" means Deutsche Trustee Company Limited (formerly Bankers Trustee Company Limited) a company incorporated in England and Wales with limited liability whose registered office is at Winchester House, 1 Great Winchester Street, London EC2N 2DB or such other person or persons for the time being acting as security trustee under the Issuer Deed of Charge,</p> <p>"Subscription Agreement" means the Subscription Agreement dated the Closing Date between the Issuer, the Borrower and the Managers, and</p>	

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"Trust Deed" means the deed dated the Closing Date between the Issuer, the Borrower and the Bond Trustee, acting as trustee for the holders of the Class A1 Bonds and Class A2 Bonds, constituting the Class A1 Bonds and the Class A2 Bonds



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1419

CHARGE NO. 18

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INITIAL ADVANCE
COLLATERAL DEED OF CHARGE FOR ALL SUMS DUE OR TO
BECOME DUE UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE
SECURED ON THE PROPERTY ACQUIRED BY PHOENIX LIFE
ASSURANCE LIMITED ON THE 30 JUNE 2015 WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 2 JULY 2015

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JULY 2015

Dx



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**