

MG01

Particulars of a mortgage or charge



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LASERFORM

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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 mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge on a company. To do this, please use form MG01s

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10/07/2012

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COMPANIES HOUSE

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1

Company details

Company number

0 0 0 3 8 9 2 1

Company name in full

Guardian Assurance Limited (the "Chargor")

1 5

For official use

→ 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 creation of charge

Date of creation

d2 d6 m0 m6 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Security Agreement dated 26 June 2012 (as amended by a Deed of Amendment dated 4 July 2012) (the "Deed")

4

Amount secured

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

Amount secured

Pursuant to clause 2 (*Covenant to perform Secured Obligations*) of the Deed, the Chargor covenanted with the Cedant to pay or discharge on demand to the Cedant all Secured Obligations as and when they fall due

"Secured Obligations" means all present and future obligations and liabilities owing or incurred by the Chargor to the Cedant pursuant to each Reinsurance Agreement from time to time in effect and any amounts due and payable under the Deed or other Transaction Agreement to which the Cedant is a party

Other capitalised terms are defined at Part I of the continuation pages to this Form MG01

Continuation page

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

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

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 Phoenix Life Limited (the "Cedant")
Address 1 Wythall Green Way, Wythall, Birmingham

Postcode B 4 7 6 W G

Name

Address

Postcode

6 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

Pursuant to clause 3 1 (*Creation of Security Interests*) of the Deed, as continuing security for the discharge or performance of the Secured Obligations, with full title guarantee, the Chargor thereby

a) charged by way of first floating charge in favour of the Cedant all of its right, title, interest and benefit, existing now or in the future, in, to, under or in respect of

i) each Charged Reinsurer Account and all sums of money from time to time held in each Charged Reinsurer Account together with all interest from time to time accruing thereon,

ii) all Securities and other property from time to time held in the Charged Reinsurer Accounts,

iii) all money or property of a capital nature accruing in respect of the Securities charged by clause 3 1(a) of the Deed, and

iv) all money or property of an income nature accruing in respect of the Securities charged by clause 3 1(a) of the Deed,

b) charged by way of first floating charge in favour of the Cedant all rights, benefits and sums now or in the future accruing to the Chargor (whether legally or beneficially) as a result of Securities and other property charged under clause 3 1(a) of the Deed being held in a Relevant System, including all rights of the Chargor against the operator of, or any participant in, any Relevant System in relation to such Securities and other property, and

c) assigned by way of first floating charge in favour of the Cedant, all its right, title, interest and benefit, existing now or in the future, in, to, under or in respect of i) the Custody Agreement, to the extent relating to the Charged Reinsurer Accounts, and the Account Control Agreement, ii) the Investment Management Agreement, to the extent relating to the Charged Reinsurer Accounts, and iii) any Stock Lending Agreement and any Derivative Agreement and any collateral agreement entered into in connection therewith

Part II of the attached continuation pages refers to the covenants by, and restrictions on, the Chargor, which protect and further define the charges created by the Deed and must be read as part of those charges

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part I

Definitions

In this Form MG01, references to clauses are to clauses of the Deed unless otherwise specified. In this Form MG01, the following expressions have the following meanings respectively

"Account Control Agreement" means the account control agreement dated 26 June 2012 between the Chargor, the Cedant and the Custodian, or such other account control agreement as may be entered into by the Chargor, the Cedant and a new Custodian appointed in accordance with clause 22 (*Replacement of Custodian*) of the Deed,

"Annuity Business Transfer Agreement" means the annuity business transfer agreement dated 26 June 2012 between, among others, the Cedant and the Chargor,

"Block 1 Reinsurance Agreement" means the annuity business reinsurance agreement between the Chargor and the Cedant dated 26 June 2012 in respect of a block of business the Original Data in respect of which is saved in a file included on the Liability CD-ROM named Original Data Block 1 _PLL csv,

"Block 2 Reinsurance Agreement" means the annuity business reinsurance agreement between the Chargor and the Cedant dated 26 June 2012 in respect of a block of business the Original Data in respect of which is saved in a file included on the Liability CD-ROM named Original Data Block 2a _PLL csv,

"Block 3 Reinsurance Agreement" means the annuity business reinsurance agreement between the Chargor and the Cedant dated 26 June 2012 in respect of a block of business the Original Data in respect of which is saved in a file included on the Liability CD-ROM named Original Data Block 3 _PLL csv,

"Charged Reinsurer Accounts" means an account or accounts opened on the books of the Custodian in the name of the Chargor designated as "Guardian Assurance Business 2 - Fund 1", as redesignated or renumbered from time to time, or such other replacement or additional account as may be established by a new Custodian appointed in accordance with clause 22 (*Replacement of Custodian*) of the Deed,

"Charged Reinsurer Account Assets" means, at any time, the Eligible Assets standing to the credit of the Charged Reinsurer Accounts at that time which are the subject of the security created by the Deed,

"Charged Property" means all Securities, property, rights and money for the time being charged by the Chargor to the Cedant under clause 3 (*Creation of Security Interests*) of the Deed and includes any part of them,

"CREST" means the computer-based system and procedures established by Euroclear UK & Ireland Limited to enable title to units of stock to be evidenced and transferred without a written instrument, operating as a relevant system under the USRs,

"Custodian" means the Initial Custodian or such other person as may from time to time be appointed as custodian of the Charged Reinsurer Account Assets in accordance with clause 22 (*Replacement of Custodian*) of the Deed,

"Custodian's Nominee" means a member of a Relevant System for the time being acting as

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

nominee of the Custodian for the purpose of holding Securities in that Relevant System,

"Custody Agreement" means the custody agreement to be entered into between the Chargor and the Initial Custodian, or such custody agreement as may be entered into by the Chargor and a new custodian appointed in accordance with Clause 22 (*Replacement of Custodian*) of the Deed,

"Derivative Agreement" means any contract for differences, future or option under which any asset held in or standing to the credit of a Charged Reinsurer Account was or may be transferred to a third party,

"Eligible Assets" are cash plus any of the following that are "listed" (as defined in the FSA Glossary) corporate bonds, covered bonds, asset backed securities, government securities, supranational securities and holdings in UCITS money market funds,

"Initial Custodian" means Citibank N A acting through its offices in London,

"Initial Investment Manager" means Ignis Investment Management Limited, or such other investment manager as the parties may agree from time to time,

"Investment Management Agreement" means the investment management agreement between the Chargor and the Investment Manager pursuant to which the Investment Manager is appointed to give instructions to the Custodian in respect of the Charged Reinsurer Accounts,

"Investment Manager" means the Initial Investment Manager or such other person as may from time to time be appointed as investment manager of the Charged Reinsurer Account Assets,

"Investment Restrictions" means the requirements of Schedule 3 (*Investment Restrictions*) to the Reinsurance Agreements,

"Permitted Derivative Agreement" means any Derivative Agreement satisfying the requirements of paragraph (m) of the Investment Restrictions,

"Permitted Security Interest" means (a) any Security Interest arising in favour of the Cedant under the Deed, (b) any Security Interest arising in favour of the Custodian pursuant to the Custody Agreement, (c) any Security Interest created with the consent of the Cedant, (d) any Security Interest arising as a matter of law, and (e) any lien imposed on Securities by a clearing system,

"Permitted Stock Lending Agreement" means any Stock Lending Agreement satisfying the requirements of paragraph (l) of the Investment Restrictions,

"Relevant System" has the meaning given to that term by the USRs and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the custody, deposit or transfer of Securities and/or the clearing or settlement of transactions in them,

"Reinsurance Agreement" means each of the Block 1 Reinsurance Agreement, the Block 2 Reinsurance Agreement and the Block 3 Reinsurance Agreement,

"Securities" means

- (a) stocks, shares, debentures, debenture stock, government securities, notes, bonds, warrants, investments, investment fund units or other investments or other securities, including

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

securities which are admitted to CREST pursuant to the USRs (including, without limitation, all and any uncertificated units of any securities as defined in the USRs), and includes units of, and interests in, any of them and also include CDIs and other depository interests representing International Securities, in each case whether in uncertificated or certificated form and whether in registered or bearer form,

- (b) any interest or right (whether legal or equitable) in relation to any of the above held in or subject to the rules and practices of a Relevant System,

"Security Interest" means any right or interest arising out of any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance, trust or other priority or security interest of any kind, howsoever created or arising (other than a lien arising in the ordinary course of business by operation of law),

"Stock Lending Agreement" means any stock lending agreement or securities lending agreement under which any asset held in or standing to the credit of a Charged Reinsurer Account was or may be transferred to a third party,

"Transaction Agreements" means the Deed, each Reinsurance Agreement, the Annuity Business Transfer Agreement and the Account Control Agreement,

"USRs" means the Uncertificated Securities Regulations 2001 and such other regulations made under section 785 of the Companies Act 2006 as are applicable to Euroclear UK & Ireland Limited and/or CREST and are for the time being in force

Part II

Covenants and Restrictions

Clause 4 (*Crystallisation*) of the Deed sets out certain circumstances in which the floating charges created by the Deed will be crystallised

Pursuant to clause 11 1 (*Negative pledge*) of the Deed, the Chargor undertook that it would not during the subsistence of the Deed, except with the prior written consent of the Cedant, create, grant or permit to exist any Security Interest, other than a Permitted Security Interest, over all or any part of the Charged Property or any interest therein

Pursuant to clause 11 2 (*Restriction on sale or disposition*) of the Deed, the Chargor undertook that it would not at any time during the subsistence of the Deed, except as permitted pursuant to the Transaction Agreements (including, without limitation, a Permitted Stock Lending Agreement or a Permitted Derivative Agreement) or with the prior written consent of the Cedant, sell or otherwise dispose of any right, title or interest in and to the Charged Property, or agree to permit any such sale or disposition

Pursuant to clause 11 3 (*Custody Agreement and Investment Management Agreement*) of the Deed, the Chargor undertook that it would perform and observe in all material respects the terms and conditions to be performed or observed by it under the Custody Agreement and the Investment Management Agreement and it would not terminate, repudiate or rescind either of them or claim that it is frustrated, or postpone or subordinate or vary or waive any of its material rights or obligations thereunder, or enter into a replacement Custody Agreement or Investment Management Agreement,

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

Please give the short particulars of the property mortgaged or charged

Short particulars

or agree to do any of the foregoing, without the prior written consent of the Cedant

Pursuant to clause 11.6 (*No deduction of amounts by Custodian*) of the Deed, the Chargor undertook that it would ensure that the Custodian does not

- a) deduct any amount from the Charged Reinsurer Accounts in respect of any sum owed to it by the Chargor or any person related to the Chargor, other than to the extent agreed in writing by the Cedant, or
- b) exercise any lien over any of the Charged Reinsurer Account Assets in respect of any such sum

Pursuant to clause 11.7 (*Management of the Charged Reinsurer Account Assets*) of the Deed, the Chargor undertook that it would not remove or permit the withdrawal of any Charged Property from the Charged Reinsurer Accounts or the sale or other disposition of any Charged Property except as permitted pursuant to the Transaction Agreements

Pursuant to clause 11.8 (*Derivative Agreements and Stock Lending Agreements*) of the Deed, save with the prior written consent of the Cedant, the Chargor undertook that it would not enter into, or make any payment or transfer from the Charged Reinsurer Accounts under, any Derivative Agreement or Stock Lending Agreement unless the Derivative Agreement or Stock Lending Agreement is either a Permitted Derivative Agreement or Permitted Stock Lending Agreement

Pursuant to clause 11.11 (*Legal title to Charged Reinsurer Account Assets*) of the Deed, save as permitted pursuant to the Transaction Agreements (including with respect to any Permitted Stock Lending Agreement), the Chargor undertook that it would not permit legal title to the Charged Property to be conferred on any person other than the Custodian and/or the Custodian's Nominee, to be held in accordance with the Custody Agreement

Pursuant to clause 11.12 (*Charged Reinsurer Accounts*) of the Deed, the Chargor undertook that it would not permit or agree to any material variation of any rights attaching to the Charged Reinsurer Accounts or close any of the Charged Reinsurer Accounts without the consent of the Cedant

Clause 14 (*Further Assurance*) of the Deed requires the Chargor to take further steps to enable the Cedant to secure, perfect and enforce the security created by the Deed

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). 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 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Hogan Lovells International LLP* X

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

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Particulars of a mortgage or charge



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 Helen Couchman

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 38921
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 26
JUNE 2012 AND CREATED BY GUARDIAN ASSURANCE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO PHOENIX LIFE LIMITED UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 10 JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2012

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