

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of
satisfaction in full or in part of a
charge against an LLP
LL MR04

WEDNESDAY



A29 19/11/2014 #53
COMPANIES HOUSE

1 Company details

Company number 0 0 0 3 8 9 2 1
Company name in full Guardian Assurance Limited (the "Chargor")

15
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?
→ Before 06/04/2013 Complete **Part A and Part C**
→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 2 6 0 6 2 0 1 2

A2 Charge number

Please give the charge number This can be found on the certificate.

Charge number* 1 5

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

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

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

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>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</p> <p>(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</p> <p>(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,</p> <p>(ii) all Securities and other property from time to time held in the Charged Reinsurer Accounts,</p> <p>(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</p> <p>(iv) all money or property of an income nature accruing in respect of the Securities charged by clause 3 1(a) of the Deed,</p>	


Part B Charges created on or after 06/04/2013

B1	Charge code	
	Please give the charge code This can be found on the certificate.	① Charge code This is the unique reference code allocated by the registrar
Charge code ①	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

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Part C To be completed for all charges

C1	Satisfaction	
	<p>I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> In full <input type="checkbox"/> In part</p>	
C2	Details of the person delivering this statement and their interest in the charge	
	<p>Please give the name of the person delivering this statement</p>	
Name	Guardian Assurance Limited	
	<p>Please give the address of the person delivering this statement</p>	
Building name/number	Ballam Road	
Street		
Post town	Lytham St Annes	
County/Region	Lancashire	
Postcode	F Y 8 4 J Z	
	<p>Please give the person's interest in the charge (e g chargor/chargee etc)</p>	
Person's interest in the charge	Chargor	
C3	Signature	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X  X</p>	

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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. The contact information you give will be visible to searchers of the public record.

Contact name Lorraine Blair, Company Secretary

Company name Guardian Financial Services

Address 2nd Floor

80 Cheapside

Post town London

County/Region

Postcode E C 2 V 6 E E

Country United Kingdom

DX

Telephone



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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
You have given the details of the person delivering this statement in Section C2
☐ You have signed the form



Important information

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



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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A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(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</p> <p>(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</p> <p>PART I DEFINITIONS In this Form MG04, references to clauses are to clauses of the Deed unless otherwise specified. In this Form MG04, the following expressions have the following meanings respectively</p> <p>"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,</p> <p>"Annuity Business Transfer Agreement" means the annuity business transfer agreement dated 26 June 2012 between, among others, the Cedant and the Chargor,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p>	

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Cedant" means Phoenix Life Limited (company number 01016269), being a company incorporated in England with registered address at 1 Wythall Green Way, Wythall, Birmingham B47 6WG,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p> <p>"Custodian's Nominee" means a member of a Relevant System for the time being acting as nominee of the Custodian for the purpose of holding Securities in that Relevant System,</p> <p>"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,</p> <p>"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,</p> <p>"Eligible Assets" are cash plus any of the following that are "listed" (as defined in the PRA and FCA Glossary) corporate bonds, covered bonds, asset backed securities, government securities, supranational securities and holdings in UCITS money market funds,</p> <p>"Initial Custodian" means Citibank N A acting through its offices in London,</p>	

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>"Initial Investment Manager" means Ignis Investment Management Limited, or such other investment manager as the parties may agree from time to time,</p> <p>"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,</p> <p>"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,</p> <p>"Investment Restrictions" means the requirements of Schedule 3 (Investment Restrictions) to the Reinsurance Agreements,</p> <p>"Permitted Derivative Agreement" means any Derivative Agreement satisfying the requirements of paragraph (m) of the Investment Restrictions,</p> <p>"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,</p> <p>"Permitted Stock Lending Agreement" means any Stock Lending Agreement satisfying the requirements of paragraph (l) of the Investment Restrictions,</p> <p>"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,</p> <p>"Reinsurance Agreement" means each of the Block 1 Reinsurance Agreement, the Block 2 Reinsurance Agreement and the Block 3 Reinsurance Agreement,</p> <p>"Securities" means (a) stocks, shares, debentures, debenture stock, government Securities, notes, bonds, warrants, investments, investment fund units or other investments or other securities, including 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,</p>	

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Short particulars	<p data-bbox="339 371 1051 400">Please give the short particulars of the property or undertaking charged</p> <p data-bbox="339 427 1126 517">(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,</p> <p data-bbox="339 546 1126 719">"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),</p> <p data-bbox="339 748 1126 864">"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,</p> <p data-bbox="339 893 1126 983">"Transaction Agreements" means the Deed, each Reinsurance Agreement, the Annuity Business Transfer Agreement and the Account Control Agreement,</p> <p data-bbox="339 1012 1126 1128">"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</p> <p data-bbox="339 1158 770 1209">PART II COVENANTS AND RESTRICTIONS</p> <p data-bbox="339 1211 1086 1301">Clause 4 (Crystallisation) of the Deed sets out certain circumstances in which the floating charges created by the Deed will be crystallised</p> <p data-bbox="339 1330 1126 1503">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</p> <p data-bbox="339 1532 1126 1760">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</p> <p data-bbox="339 1789 1126 1995">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</p>	

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Short particulars	Please give the short particulars of the property or undertaking charged	
	<p>of its material rights or obligations thereunder, or enter into a replacement Custody Agreement or Investment Management Agreement, or agree to do any of the foregoing, without the prior written consent of the Cedant</p> <p>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</p> <p>(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</p> <p>(b) exercise any lien over any of the Charged Reinsurer Account Assets in respect of any such sum</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p>	