

MG01

Particulars of a mortgage or charge



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
particulars of a charge for a
company. To do this, please
form MG01s

MONDAY



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LD2

06/08/2012

#44

COMPANIES HOUSE

1

Company details

Company number

0 0 7 1 0 3 8 3

Company name in full

Abbey Life Assurance Company Limited

(the "Company")

For official use

Filing 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

d1 d9 m0 m7 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

A security trust deed dated 19 July 2012 entered into between the Company,
Deutsche Trustee Company Limited (the "Security Trustee"), SAN Spain, SAN
Portugal, CL, Axia and Deutsche Bank AG, acting through its London branch, under
which the Company grants security in favour of the Security Trustee for the
Security Trustee itself and on trust for the Beneficiaries (the "Security Trust
Deed")

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Amount secured

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

Amount secured

The aggregate of all monies and liabilities which from
time to time are or may become due, owing or payable by
the Company to each, some or any of the Secured
Creditors or the Security Trustee under the Security
Trust Deed, the Reinsurance Agreements, the Retrocession
Agreements, a Security Document or the Axia Agreements
(whether such monies or liabilities are express or
implied, present, future or contingent, joint or
several, incurred as principal or surety, originally
owing to a Secured Creditor or purchased (whether by
assignment or otherwise) or acquired in any other way by
it, denominated in euro or any other currency or
incurred on any current or other account or in any other
manner whatsoever) (the "Secured Obligations")

Please see continuation page for definitions

Continuation page

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

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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	Deutsche Trustee Company Limited	
Address	Winchester House, 1 Great Winchester Street	
	London	
Postcode	E C 2 N 2 D B	
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	<p>As continuing security for the payment and discharge of the Secured Obligations, the Company with full title guarantee in favour of the Security Trustee for the Security Trustee itself and on trust for the Beneficiaries</p> <p>1 has assigned absolutely by way of first fixed security the Benefit of each of the Related Agreements except for the Axia Agreement, where the assignment is limited to the Company's rights in respect of Overpayments (as defined in the Axia Agreement), and</p> <p>2. has charged by way of first fixed charge all the Company's right, title and interest from time to time in and to the AL Secured Bank Account, the CL Variation Margin Account and the CL Variation Margin Custody Account, and any cash from time to time standing to the credit thereof, and has assigned absolutely by way of first fixed security the Benefit of the AL Secured Bank Account, the CL Variation Margin Account and the CL Variation Margin Custody Account.</p> <p>The Security Trust Deed contains a covenant for further assurance</p> <p>The Security Trust Deed contains a negative pledge</p> <p>Please see continuation page for definitions</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"**Account Bank**" means Deutsche Bank AG, as appointed under the Account Bank Agreement, or such other bank as the Security Trustee may determine from time to time and who has received, and accepted notice of the Security over the Charged Property created pursuant to the Security Trust Deed in the form satisfactory to the Security Trustee,

"**Account Bank Agreement**" means the account bank agreement entered into on 19 July 2012 between the Account Bank, the Company and the Security Trustee in respect of the AL Secured Bank Account

"**AL Secured Bank Account**" means the Abbey Life Assurance Company Limited Secured Bank Account, with account number 10664101 and IBAN GB70DEUT40508110664101

"**Axia**" means Axia Insurance, Ltd, in respect of its Segregated Account No 63

"**Axia Agreement**" means either or both (as the context requires) of the retrocession agreements entered into between the Company and Axia on 19 July 2012 in respect of the Reinsurance Agreements and referred to separately as the "**Axia Spanish Agreement**" and the "**Axia Portuguese Agreement**", as appropriate

"**Beneficiaries**" means SAN Spain, SAN Portugal, Axia and CL as the beneficiaries of the Security granted under the Security Trust Deed and the Company, and "**Beneficiary**" shall mean any one of them

"**Benefit**" in respect of any asset, agreement, instrument, property or right (each a "**Right**" for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include

(a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right and all ancillary rights in respect of such Right,

(b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right and all ancillary rights in respect of such a Right and the right to receive payment of such monies and proceeds and all payments made in relation thereto including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account and all rights relating thereto,

(c) the benefit of any Security and all covenants, undertakings, options, representations, warranties, guarantees and indemnities accruing to the benefit of, or otherwise relating to such Right or its ancillary rights,

(d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under

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6 Short particulars of all the property mortgaged or charged

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Short particulars

and in respect of such Right and all ancillary rights in respect of such a Right, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right or its ancillary rights, and

(e) all items expressed to be held on trust for such person under or comprised in any such Right and the ancillary rights thereto, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right and its ancillary rights, all rights of action in respect of any breach of or in connection with any such Right and all ancillary rights thereto and all rights to receive damages or obtain other relief in respect of such breach

"Charged Property" means the assets, rights and property of the Company that are subject to the Security created under the Security Trust Deed as set out in Clause 3 of the Security Trust Deed

"CL" means The Canada Life Assurance Company, acting through its Barbados branch

"CL Collateral Agreement" means the collateral agreement dated 19 July 2012 between the Company (as transferee) and CL (as transferor)

"CL Variation Margin Account" means the account of the Company with the Account Bank opened pursuant to the CL Variation Margin Account Bank Agreement being, at the date of the CL Variation Margin Account Bank Agreement -

Correspondent Bank Deutsche Bank AG, FFT (DEUTDEFF)

Beneficiary Bank Deutsche Bank AG, London (DEUTGB2L)

Ultimate Beneficiary Name CL VM Collateral Account

Ultimate Beneficiary Account No 10664103

IBAN GB16DEUT40508110664103

and including any replacement account under the CL Variation Margin Account Bank Agreement

"CL Variation Margin Account Bank Agreement" means the agreement entered into on 19 July 2012 between Deutsche Bank AG (as account bank), the Security Trustee (as security trustee) and the Company (as reinsurer)

"CL Variation Margin Custody Account" means one or more custody accounts in the Custodian's books opened pursuant to the CL Variation Margin Custody Agreement, clearly designated in the name of the Company recording any securities (inclusive of evidence of securities or title to securities and all rights in respect of securities) deposited or transferred by the Company or on the Company's behalf with or to the Custodian or any sub-custodian or collected by the Custodian or any sub-custodian, pursuant to the terms of the CL Variation Margin Custody Agreement

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**CL Variation Margin Custody Agreement**" means the agreement entered into on 19 July 2012 between Deutsche Bank AG (as custodian), the Security Trustee (as security trustee) and the Company (as client)

"**Guarantee**" means the Spanish Guarantee

"**Guarantor**" means Banco Santander, S A , a credit entity duly incorporated and validly existing under the laws of Spain, with its registered office at Santander, Paseo de Pereda 9-12

"**Portuguese Reinsurance Agreement**" means the reinsurance agreement between the Company (as reinsurer) and SAN Portugal (as cedant)

"**Portuguese Retrocession Agreement**" means the retrocession agreement between the Company (as retrocedant) and CL (as retrocessionaire) in relation to the retrocession of certain liabilities under the Portuguese Reinsurance Agreement

"**Portuguese Santander Security Trust Deed**" means the security trust deed dated 19 July 2012 between Deutsche Trustee Company Limited (as security trustee), Deutsche Bank AG and the Company (as beneficiaries) and Banco Santander Totta (as chargor)

"**Reinsurance Agreement**" means either or both (as the context requires) of the Spanish Reinsurance Agreement or the Portuguese Reinsurance Agreement

"**Related Agreement**" means each of the Reinsurance Agreements, the Retrocession Agreements, the Guarantees, the Account Bank Agreements, the CL Collateral Agreement, the CL Variation Margin Account Bank Agreement, the CL Variation Margin Custody Agreement, the Single Premium Reserve Collateral Deed, the Spanish Santander Security Trust Deed, the Portuguese Santander Security Trust Deed and the Axia Agreement

"**Retrocedant**" means the Company as party to the Retrocession Agreements

"**Retrocessionaire**" means CL as a party to the Retrocession Agreements

"**Retrocession Agreement**" means either or both (as the context requires) of the Spanish Retrocession Agreement or the Portuguese Retrocession Agreement

"**SAN Portugal**" means Santander Totta Seguros, Companhia De Seguros De Vida, S A

"**SAN Spain**" means Santander Seguros Y Reaseguros, Compañia Aseguradora, S A

"**Security**" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"**Single Premium Reserve Collateral Deed**" means the collateral agreement entered into on 19 July 2012 between the Company, SAN Spain (as secured party), Deutsche Bank AG (as valuation agent) and CL (as collateral

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Short particulars

manager)

"**Spanish Guarantee**" means the guarantee entered into on 19 July 2012 between the Guarantor and the Company (as beneficiary) in respect of the Spanish Reinsurance Agreement

"**Spanish Reinsurance Agreement**" means the reinsurance agreement between the Company (as Reinsurer) and SAN Spain (as cedant)

"**Spanish Retrocession Agreement**" means the retrocession agreement between the Company (as Retrocedant) and CL (as Retrocessionaire) in relation to the retrocession of certain liabilities under the Spanish Reinsurance Agreement

"**Spanish Santander Security Trust Deed**" means the security trust deed dated 19 July 2012 between Deutsche Trustee Company Limited (as security trustee), Deutsche Bank AG and the Company (as beneficiaries) and the Guarantor (as chargor)

"**Secured Creditors**" means SAN Spain, SAN Portugal, Axia and CL

"**Security Document**" means each of the Security Trust Deed and any other document entered into by the Company to give effect to the Security created under the Security Trust 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

None

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

Clifford Chance LLP

X

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 Thomas Lockley (70-40523610)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1279



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

- ☐ [x] The company name and number match the information held on the public Register
- ☐ [x] You have included the original deed with this form
- ☐ [x] You have entered the date the charge was created
- ☐ [x] You have supplied the description of the instrument
- ☐ [x] You have given details of the amount secured by the mortgagee or chargee
- ☐ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ [x] You have entered the short particulars of all the property mortgaged or charged
- ☐ [x] You have signed the form
- ☐ [x] 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. 710383
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY TRUST DEED DATED 19
JULY 2012 AND CREATED BY ABBEY LIFE ASSURANCE
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO EACH SOME OR ANY
OF THE SECURED CREDITORS OR THE SECURITY TRUSTEE ON
ANY ACCOUNT WHATSOEVER 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 6 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 AUGUST 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES