

MG01

Particulars of a mortgage or charge



014631/13  
**IRIS**  
LASERFORM

**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 re-  
gister particulars of a charge for a Sc  
company. To do this, please use  
form MG01s

MONDAY



\*A10X3R0H\*

A11

31/12/2012

#201

COMPANIES HOUSE

**1**

**Company details**

Company number

0 3 1 0 4 9 7 8

Company name in full

Investment Solutions Limited

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

d<sup>2</sup> d<sup>1</sup> m<sup>1</sup> m<sup>2</sup> y<sup>2</sup> y<sup>0</sup> y<sup>1</sup> y<sup>2</sup>

**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 deed of charge entered into between Investment Solutions Limited (1),  
and Aviva Life & Pensions UK Limited (2) dated 21 December 2012 (the Deed  
of Charge)

**4**

**Amount secured**

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

Amount secured

All money and liabilities now or in the future due,  
owing or incurred in any manner to Aviva Life &  
Pensions UK Limited (the **Reinsured**) by Investment  
Solutions Limited (the **Chargor**) under or in  
connection with the reinsurance contracts (as  
defined in the Glossary of the Financial Services  
Authority's Handbook) written by the Chargor (the  
**Reinsurance Contracts**), whether actually,  
prospectively or contingently (the **Secured  
Amounts**)

**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 Aviva Life &amp; Pensions UK Limited

Address 2 Rougier Street

York

Postcode Y O 9 0 1 U U

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

Floating Charge

As continuing security for the payment or discharge of the Secured Amounts, the Chargor charged to the Reinsured by way of a floating charge all its right to and title in the long-term insurance assets, as defined in section 1 5 21R of the Prudential Sourcebook for Insurers (INSPRU) and forming part of the Financial Services Authority's Handbook, of the Chargor from time to time (the **Charged Property**)

Negative Pledge

The Chargor has also undertaken that until the security created under the Deed of Charge has been discharged in full, the Chargor shall not create or permit to subsist any Security Interest (see continuation page for definition) on or over the Charged Property or any part of it, except for the Deed of Charge entered into between the parties and any transaction permitted under it and any Permitted Security Interest (see continuation page for definition)

# 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	<p><b>"Permitted Security Interest"</b> means</p> <p>(a) a floating charge securing liabilities incurred by the Chargor under or in connection with Reinsurance Contracts with other reinsureds and ranking pari passu with the floating charge created by the Deed of Charge, and</p> <p>(b) any Security Interest created by the Chargor in the ordinary course of business of the Chargor but excluding any Security Interest securing or otherwise referable to money and liabilities now or in the future due, owing or incurred by the Chargor under or in connection with a contract of insurance or contract of reinsurance other than those referred to in paragraph (a) above</p> <p><b>"Security Interest"</b> means any right or interest arising out of</p> <p>(a) any mortgage, charge, pledge, assignment (whether or not expressed to be by way of security), hypothecation, lien, encumbrance or other priority or security interest of any kind, howsoever created or arising,</p> <p>(b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or flawed asset arrangement or right of set-off,</p> <p>(c) any other agreement or arrangement of any kind having the same or a similar commercial or economic effect as security, and</p> <p>(d) any agreement for any of the foregoing</p>	

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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X



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 Paul Ingram

Company name Clyde & Co LLP

Address The St Botolph Building

138 Houndsditch

Post town London

County/Region

Postcode E C 3 A 7 A R

Country United Kingdom

DX 160030 LIME STREET 5

Telephone +44 (0) 20 7876 5000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 3104978  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 21  
DECEMBER 2012 AND CREATED BY INVESTMENT SOLUTIONS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO AVIVA LIFE & PENSIONS UK  
LIMITED 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  
31 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2013

DX



**Companies House**



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