475671 /13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the Wel
Please go to www con

MONDAY

L2OBH2PN
LD5 30/12/2013 #96
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NC**
You may not use this fc register a charge wher instrument Use form M

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 Company details

For official use 19

Company number: 0 4 0 9 6 1 4 1

Company name in full: Friends Life Limited

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d 2 d 8 m 1 m 2 y 2 y 0 y 1 y 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Friends Life and Pensions Limited

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

MR01
Particulars of a charge

8 Trustee statement [1]

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

[1] This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Joe Hudson

Company name Secretariat

Address Friends Life

2nd Floor, One New Change

Post town London

County/Region

Postcode E C 4 M 9 E F

Country England

DX

Telephone 0845 268 5262

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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4096141

Charge code. 0409 6141 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th December 2013 and created by FRIENDS LIFE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th December 2013

Given at Companies House, Cardiff on 7th January 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Deed of Charge - Trocky 2

DATED 28 December **2013**

FRIENDS LIFE LIMITED
(as Chargor)

and

FRIENDS LIFE AND PENSIONS LIMITED
(as Reinsured)

DEED OF CHARGE

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

FRIENDS LIFE
Group Legal
One New Change
London
EC4M 9EF

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THIS DEED OF CHARGE made on 28 December 2013

BETWEEN

(1) **Friends Life Limited**, a company incorporated in England and Wales under registered number 4096141 whose registered address is Pixham End, Dorking, Surrey RH4 1QA (the "**Chargor**"), and

(2) **Friends Life and Pensions Limited**, a company incorporated in England and Wales under registered number 475201 whose registered address is Pixham End, Dorking, Surrey RH4 1QA (the "**Reinsured**")

WITNESSES as follows

1 INTERPRETATION

1 1 In this Deed, except insofar as the context otherwise requires, the following words and expressions shall have the meanings set out below

"Business Day" means a day on which the Reinsured is ordinarily open for business in London,

"Charged Property" means the Long-Term Insurance Assets of the Chargor from time to time, and includes any part of them,

"INSPRU" means the Prudential Sourcebook for Insurers forming part of the Financial Services Authority's Handbook of rules and guidance made pursuant to the Financial Services and Markets Act 2000, as varied from time to time,

"Insurance Debts" has the meaning attributed to that expression by Regulation 2 of The Insurers (Reorganisation and Winding Up) Regulations 2004,

"Liabilities" means any liability, damage, loss, cost, claim or expense of any kind or nature (including VAT), whether direct, indirect, special, consequential or otherwise,

"Long-Term Insurance Assets" means the whole of the long-term insurance business assets of the Chargor as that term is defined in INSPRU 1 5 21R,

"Permitted Security Interest" means

(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 clause 3 1, and

(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),

"Reinsurance Contracts" means reinsurance contracts written by the Chargor which are contracts of long term insurance as that term is defined in Article 3 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001,

"Secured Amounts" means all money and liabilities now or in the future due, owing or incurred in any manner to the Reinsured by the Chargor under or in connection with Reinsurance Contracts, whether actually, prospectively or contingently,

"Security Interest" means any right or interest arising out of

(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,

(b) any deferred purchase, title retention, trust, sale-and-repurchase, sale-and-leaseback, hold back or "flawed asset" arrangement or right of set-off,

(c) any other agreement or arrangement of any kind having the same or a similar commercial or economic effect as security, and

(d) any agreement for any of the foregoing,

"VAT" means valued added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

1 2 **Interpretation:** Unless the context otherwise requires, in this Deed

(a) references to any party shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees,

(b) **"including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing",

(c) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing,

(d) **"variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly,

(e) **"writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning,

(f) subject to clause 12 (*Variations*), references to this Deed or to any other document include references to this Deed or such other document as varied in any manner from time to time,

(g) the singular shall include the plural and vice versa, any gender shall include the other genders, clauses shall be construed as references to clauses of this Deed

1 3 **Statutes:** Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force

1 4 **Headings:** Headings in this Deed are inserted for convenience and shall not affect its interpretation

1 5 This Deed may be executed in counterparts

2 **COVENANT TO PAY SECURED AMOUNTS**

The Chargor hereby covenants that it will pay or discharge when due to the Reinsured all Secured Amounts owing by it to the Reinsured in accordance with the terms of all relevant Reinsurance Contracts

3 **CREATION OF FLOATING CHARGE AND CRYSTALLISATION**

3 1 As continuing security for the payment or discharge of the Secured Amounts, the Chargor hereby charges to the Reinsured by way of floating charge all its right to and title in the Charged Property, provided that, unless and until all Insurance Debts of the Chargor have been fully discharged, the amount recoverable under this Deed shall not exceed such amount (up to the Secured Amounts) as the Reinsured would have been entitled to receive from the Chargor if the Secured Amounts had been unsubordinated Insurance Debts of the Chargor and had not been hereby secured

3 2 The Reinsured shall not appoint an administrative receiver, receiver or administrator out of court and shall not take possession of the Charged Property without a court order The floating charge created by clause 3 1 shall only crystallise if and when a liquidator, administrator, director, agent, supervisor, scheme administrator or other person whatsoever (including but not limited to persons in foreign jurisdictions) decides or resolves to take or takes any step to distribute a dividend to creditors (other than preferential creditors) of the Chargor, or gives notice or otherwise expresses his intention to do so to such creditors In any such event, the floating charge shall automatically and instantly crystallise (without the necessity of notice) into a fixed charge over the Charged Property The Reinsured may crystallise the floating charge by giving notice to the Chargor in respect of any or all of the Charged Property at any time when the Reinsured reasonably considers that there is a serious risk that the Chargor is or may become insolvent and a serious risk that any person may distribute a dividend to creditors (other than preferential creditors) of the Chargor

3 3 A charge which has crystallised under clause 3 2 may, by notice in writing given at any time by the Reinsured, be reconverted into a floating charge in relation to the Charged Property specified in such notice

4 **REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Reinsured that

(a) it has the capacity and power to execute and deliver this Deed and to perform its obligations under it and has taken all necessary action to authorise such execution, delivery and performance,

(b) the persons signing this Deed on its behalf are duly authorised to do so on its behalf,

(c) it has obtained all authorisations of any governmental or regulatory body required in connection with execution, delivery and performance of this Deed and such authorisations are in full force and effect,

(d) the execution, delivery and performance of this Deed has not, and will not, violate any law or rule applicable to it,

(e) it is acting as a principal in entering into this Deed and performing its obligations hereunder, and

(f) it has the right to charge the Charged Property in favour of the Reinsured under this Deed

5 **NEGATIVE PLEDGE AND RANKING**

5 1 Until the security hereby created shall have been discharged in full the Chargor shall not create or permit to subsist any Security Interest on or over the Charged Property or any part of it, except for this Deed and any transaction permitted hereunder and any Permitted Security Interest

5 2 The floating charge hereby created shall rank pari passu with any prior or contemporaneous floating charge that secures liabilities incurred by the Chargor under or in connection with Reinsurance Contracts with other reinsureds

6 **STOCK LENDING AND BORROWING AND REPURCHASE TRANSACTIONS**

It is hereby agreed, for the avoidance of doubt, that the Chargor may, in the ordinary course of business, enter into any agreement for the transfer of securities, financial instruments, money and/or other assets by way of a stock lending or borrowing, repurchase arrangement or sale and buy-back, and perform its obligations under any such agreement

7 **CONTINUANCE OF SECURITY; REDEMPTION**

7 1 Without prejudice to the generality of clause 2 (*Covenant to pay Secured Amounts*), the charge, covenants and provisions contained in this Deed shall remain in force as a continuing security to the Reinsured, notwithstanding any settlement of account or any other act, event or matter whatsoever, except only the execution by the Reinsured of an absolute and unconditional release by deed under English law

7 2 Once the Secured Amounts are repaid and discharged in full and the Chargor has no further obligation (whether actual, prospective or contingent) in relation to any Reinsurance Contract with the Reinsured, the Chargor shall be entitled to redeem the security constituted by this Deed and to require the Reinsured to effect a full release and discharge of it, including performing all such deeds, acts and things as are necessary to release the Charged Property from the security created by this Deed

8 **REINSURED'S UNDERTAKING**

If the Reinsured is notified in advance in writing that a meeting of creditors of the Chargor is to be convened or held for the purposes of approving a proposal for a scheme of arrangement under Part 26 of the Companies Act 2006 or for a voluntary arrangement under Part 1 of the Insolvency Act 1986 in respect of the Chargor, the Reinsured undertakes that it will agree to be bound by the proposal and (to the extent necessary to give effect to the intention of this clause) to release the security constituted by this Deed, provided that

(a) the proposal has the effect of ensuring that the Reinsured will receive the amount recoverable under this Deed up to the limit specified in clause 3 1, and

(b) if (but only if) the Reinsured had notified the Chargor at or prior to the meeting that the Reinsured opposed the proposal, the proposal would have been passed by the requisite majority(ies) even if the Reinsured had been entitled to vote on the proposal in respect of the Secured Amounts as an Insurance Debt and had voted against the proposal in respect of that amount

9 **ADDITIONAL SECURITY**

The charge contained in this Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice, any other Security Interest, right of recourse or other right whatsoever which the Reinsured may now or in the future hold or have (or would apart from this Deed hold or have) as regards the Chargor or any other person in respect of the Secured Amounts, whether by virtue of contract, statute or otherwise

10 **THIRD PARTY RIGHTS**

No person other than a party to this Deed shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Deed, but without prejudice to any right or remedy of the third party which may exist or be available apart from that Act

11 FORBEARANCE AND ILLEGALITY

11 1 **Delay etc:** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Reinsured exercising, delaying in exercising or omitting to exercise any of them

11 2 **Illegality, invalidity, unenforceability:** Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed

12 VARIATIONS

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Chargor and the Reinsured

13 DEMANDS, NOTICES ETC

13 1 **Demands:** A demand for payment or other demand or notice to the Chargor under this Deed shall be made or given by any director or officer of the Reinsured in accordance with clause 13 2

13 2 **Addresses for notice and deemed service:** Each party shall notify to the other party an authorised address and facsimile number in the United Kingdom for the purpose of this clause and the first such authorised address for each party shall be the address and facsimile number stated in clause 13 3 Any demand, notice, consent or approval or other communication to be given under this Deed shall be in writing and shall either be delivered personally or sent by pre-paid first class post or facsimile transmission to the relevant party's address or facsimile number stated in clause 13 3 (or such other address or facsimile number (in each case in the United Kingdom) as is notified in writing from time to time by such party to the other party in accordance with the requirements of this clause) Any such notice shall be effective upon receipt and shall be deemed to have been received

(a) if delivered personally, at the time of delivery,

(b) if sent by pre-paid first class post, at noon two Business Days following the day of posting, and

(c) if communicated by facsimile transmission, upon receipt by the sender of a facsimile transmission report (or other appropriate evidence) that the facsimile has been transmitted to the address,

PROVIDED that where, in the case of delivery by hand or facsimile transmission, delivery or transmission occurs after 6 00pm on a Business Day or on a day which is not a Business Day, receipt shall be deemed to occur at 9 00am on the next following Business Day

13 3 **Addresses for service** For the purposes of this clause the authorised address of each party shall be the address set out below

(a) **Chargor:**

Address One New Change, London EC4M 9EF

E-mail secretariat@friendslife co uk

Attention The Company Secretary

(b) **Reinsured·**

Address One New Change, London EC4M 9EF

E-mail secretariat@friendslife co uk

Attention The Company Secretary

14 **GOVERNING LAW AND JURISDICTION**

14 1 **Governing law:** This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law

14 2 **Jurisdiction of English courts:**

(a) The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including a dispute regarding the existence, validity or discharge of this Deed or the security comprised in it or any non-contractual obligations connected with it (a **"Dispute"**)

(b) The parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

(c) Nothing in this clause limits the rights of the Reinsured to bring proceedings against the Chargor in connection with this Deed in any other court of competent jurisdiction or concurrently in more than one jurisdiction

THIS DEED has been executed by the Parties as a deed and it shall take effect on the day and year first above written

EXECUTED AND DELIVERED
as a Deed by **FRIENDS LIFE AND PENSIONS LIMITED**

acting by MARK VERSEY

MV
a Director, in the presence of

Witness

EXECUTED AND DELIVERED
as a Deed by **FRIENDS LIFE LIMITED**

acting by

JM
a Director, in the presence of

Witness