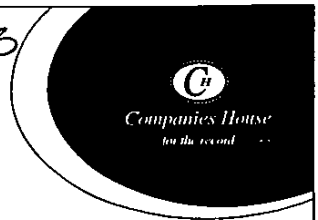


MG01

Particulars of a mortgage or charge

224061/13



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
use form MG01s

FRIDAY



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21/10/2011

114

COMPANIES HOUSE

1 Company details

Company number 07557001

Company name in full Limited Life Assets Services Limited ("the Pledgor")

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 05/10/2011

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 Beneficial Interest Pledge Agreement dated 5 October 2011 made between the Pledgor and
Wilmington Trust (London) Limited, as Borrower Security Trustee for the AssetCo Secured Parties (as
defined in the Continuation Pages to Section 6 of this Form MG01) (the "Agreement")

4 Amount secured

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

Amount secured The aggregate of all monies and any other liabilities, whether actual
or contingent and whether owed as principal or surety which are due
or owing at any time and from time to time by the Pledgor to the
AssetCo Secured Parties

(Capitalised terms not defined herein are defined in the Continuation
Pages to Section 6 of this Form MG01)

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

MG01

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 Wilmington Trust (London) Limited (the "Borrower Security Trustee")

Address Third Floor

1 King's Arms Yard, London

Postcode E C 2 R 7 A F

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

Please see the attached Continuation Pages

MG01

Particulars of a mortgage or charge

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 *Noyan Conell International LLP* X

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

MG01

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 F2/JC/MPM/X0336 00078

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode

E	C	1	A	2	F	G
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Country UK

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

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

**Schedule to Form MG01: Beneficial Interests Pledge Agreement dated 5 October 2011
between Limited Life Assets Services Limited and Wilmington Trust (London) Limited**

Part 1

**Continuation to Section 5 of Form MG01 (Mortgagee(s) or person(s) entitled to the
charge (if any))**

Name Wilmington Trust (London) Limited (its successors and permitted assigns and
all other persons for the time being acting as the borrower security trustee for and on
behalf of the AssetCo Secured Parties)

Address Third Floor, 1 King's Arms Yard, London

Postcode EC2R 7AF

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 style="text-align: center;">Part 2</p> <p>Continuation to Section 6 of Form MG01 (Short particulars of all the property mortgaged or charged)</p> <p>Particulars of Charge</p> <p>1 Pledge</p> <p>As security for the payment and discharge of the AssetCo Secured Obligations (as defined for the purposes of the Deed), the Pledgor has pledged to the Borrower Security Trustee, and grants to the Borrower Security Trustee a continuing security interest in, all of the following</p> <ul style="list-style-type: none"> (a) the Beneficial Interests, (b) all cash and other property, real, personal or mixed, distributed or payable at any time or from time to time to the Pledgor from each Trust, as a distribution or otherwise in complete or partial dissolution or liquidation or otherwise, including, without limitation, the Pledgor's share of any revenues of each Trust derived from any contract or life policy, (c) all other Pledged Property, (d) the right to manage, direct, and control the Collateral and the actions of any trustee with respect to the Collateral, and (e) all products and proceeds of all of the foregoing, and all proceeds of such proceeds <p>All of the foregoing are collectively called the "Collateral"</p> <p>2 Covenants</p> <p>The Pledgor has undertaken not to</p> <ul style="list-style-type: none"> (a) sell, assign, exchange, pledge or otherwise transfer, encumber or grant any option, warrant or other right to purchase the Collateral (except in favor of the Borrower Security Trustee) or otherwise diminish or impair any of its rights in, to or under any of the Collateral, or (b) instruct the trustee of any Trust, and will cause the trustee of each Trust not to, sell any assets or property of any Trust or distribute any income on, or profits of, any of such Trust's assets <p>3 Voting Rights, Dividends, etc</p>

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>(a) Notwithstanding certain provisions of the Agreement, so long as the Borrower Security Trustee has not given the notice referred to in paragraph (b) below</p> <p>(i) The Pledgor shall be entitled to exercise any and all voting or consensual rights and powers with respect to any Beneficial Interest or other Pledged Property of the Pledgor or any part thereof for any purpose, provided that the Pledgor agrees that it will not exercise any such right or power in any manner which would have a material adverse effect on the value of the Collateral or any part thereof or that is inconsistent with this Agreement or the Loan Agreement, the Deed or any related documents, instruments or agreements</p> <p>(ii) The Pledgor shall not be entitled to receive or retain any distributions payable in respect of the Collateral which are paid by any Trust, and shall not direct the trustee of any Trust to distribute the income on, or profits of, any assets of such Trust, until all AssetCo Secured Obligations shall have been fully and finally paid or otherwise discharged by the Pledgor</p> <p>(b) Subject to, and without limiting the provisions of the Agreement summarised above, service of a Loan Enforcement Notice, all rights and powers which the Pledgor is entitled to exercise pursuant to (a)(i) above, and all rights of the Pledgor to receive and retain dividends and distributions, will forthwith cease, and all such rights and powers will thereupon become vested in the Borrower Security Trustee which shall have sole and exclusive authority to exercise such rights and powers and to receive such dividends and distributions. Any and all money and other property paid over to or received by the Borrower Security Trustee pursuant to the relevant provisions will be retained by the Borrower Security Trustee as additional Collateral and applied in accordance with the provisions of the Deed</p> <p>4 No Additional Beneficial Interests</p> <p>The Pledgor has undertaken not to (a) permit the issuance of any additional beneficial interests of any Trust, (ii) any securities convertible into, or exchangeable for, any such beneficial interests, or (iii) any warrants, options, contracts or other commitments entitling any person to purchase or otherwise acquire any such Beneficial Interests or (b) enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any Beneficial Interest</p>

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 3

Definitions and Interpretation

In this Form MG01 the following expressions shall have the following meanings respectively set out below. In this Schedule, references to the singular include the plural and vice versa.

"AssetCo Account Bank" means Wilmington Trust, National Association as successor by merger to Wilmington Trust FSB, a company incorporated in Maryland, USA and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009. Wilmington Trust, National Association is a national banking association organised under the laws of the United States,

"AssetCo Account Bank and Account Control Agreement" means the agreement dated on or about the Closing Date between the Pledgor, the Borrower Security Trustee and the AssetCo Account Bank,

"AssetCo Cash Management Agreement" means the agreement dated on or about the Closing Date between the Pledgor, the Borrower Security Trustee and the AssetCo Cash Manager,

"AssetCo Cash Manager" means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,

"AssetCo Corporate Services Agreement" means the corporate services agreement dated on or about 31 May 2011 between the AssetCo Corporate Services Provider and the Pledgor,

"AssetCo Corporate Services Provider" means Wilmington Trust SP Services (London) Limited, a company incorporated in England and Wales, with registered number 2548079, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,

"AssetCo Deed of Charge" or **"the Deed"** means the deed of charge dated on or about the Closing Date between AssetCo and the Borrower Security Trustee,

"AssetCo Secured Obligations" means the aggregate of all monies and any other liabilities, whether actual or contingent and whether owed as principal or surety which are due or owing at any time and from time to time by the Pledgor to any AssetCo Secured Party under or pursuant to the Finance Documents except for any obligation which, if it were so included, would result in the relevant Finance Document contravening any applicable law,

"AssetCo Secured Parties" means the AssetCo Account Bank, the AssetCo Cash Manager, the Issuer and the Borrower Security Trustee,

"Beneficial Interests" means all right, title and interest of the Pledgor in and to the following: its beneficial interests in the irrevocable life insurance trusts identified in Exhibit A to the Agreement (each, a **"Trust"**), all certificates, instruments or other documents evidencing or representing the same, all profits, income, surplus, compensation, return of capital, distributions and other disbursements and payments from each borrower to the Pledgor.

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

(including, without limitation, specific properties of each Trust upon dissolution or otherwise), and all interests in each Trust now owned or hereafter acquired by the Pledgor, but excluding any obligation or liability of the Pledgor with respect to each Trust or any duty of the Pledgor with respect to each Trust,

"Bond Escrow Agreement" means the bond escrow agreement dated on or about the Closing Date between, *inter alios*, the Escrow Agent and the Bond Purchasers,

"Bond Issuance Agreement" means the bond issuance agreement dated on or about 31 May 2011 between the Issuer, the Bond Purchasers and the Issuer Security Trustee,

"Bond Purchasers" means, together

- (a) Compass Special Situations Fund LLC a limited liability company incorporated in Delaware with filing number 3304129 and whose principal place of business is at 55 E 52nd Street, 26th Floor, New York, NY 10022, USA,
- (b) SSALT Fund Limited a company incorporated in Guernsey with registered number 49876 and whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL,
- (c) Compass COSS Master Limited a company incorporated in Guernsey with registered number 51514 and whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL, and
- (d) Special Situations Investment Fund LP, a Delaware limited partnership with filing number 3807915 and whose principal place of business is at 55 E 52nd Street, 26th Floor, New York, NY 10022, USA,

"Bondholders" means (i) the bearer of the Global Bond in accordance with and subject to its terms **provided that** for so long as the Global Bond is held by the Escrow Agent and the Bond Escrow Agreement remains in full force and effect, **"Bondholders"** shall mean each person who is for the time being shown in the records of the Escrow Agent as the holder of a particular Principal Amount Outstanding of the Bonds represented by the Global Bond, in which regard any certificate or other document issued by the Escrow Agent as to the Principal Amount Outstanding of the Bonds represented by the Global Bond standing to the account of any person shall be conclusive and binding for all purposes, and such person shall be treated by the Issuer, the Issuer Cash Manager and all other persons as the holder of such Principal Amount Outstanding of the Bonds represented by the Global Bond for all purposes, other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, solely in the Escrow Agent as bearer of the Global Bond in accordance with and subject to its terms and (ii) in relation to any Definitive Bonds issued under the Conditions, the bearers of those Definitive Bonds, and related expressions shall be construed accordingly,

"Bondholder Representative" means the representative for the time being of Bondholders, as appointed and directed by the Bondholders and notified to AssetCo, the Issuer, the Borrower Security Trustee, the Issuer Security Trustee and the Escrow Agent At the Closing Date the Bondholder Representative will be MIO Partners (EU) Limited of 1 Jermyn Street, London

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>SW1Y 4UH,</p> <p>"Bonds" means the Original Bonds and the Second Issue Bonds and references to the "Bonds" shall include the Global Bond and, when the circumstances so require, the Definitive Bonds,</p> <p>"Calculation Agent" means such person as may be appointed from time to time by the Issuer to act as calculation agent in respect of the Loan and the Bonds and notified to the Pledgor, HoldCo, the Borrower Security Trustee and the Issuer Security Trustee in accordance with clause 27 (<i>Notices and other communications</i>) of the Issuer AssetCo Loan Agreement. At the Closing Date, and until the Issuer appoints a replacement and/or additional person to perform such role (which person shall at all times be an entity other than the Borrower Security Trustee or the Issuer Security Trustee), the Calculation Agent will be MIO Partners Inc of 55 E 52nd Street, New York, NY 10055, USA,</p> <p>"Calculation Agent Agreement" means the letter agreement dated on or about the Closing Date between, <i>inter alios</i>, the Issuer and the Calculation Agent,</p> <p>"Closing Date" means 1 June 2011,</p> <p>"Conditions" means the terms and conditions of the Bonds set out in Schedule 2 (<i>Terms and Conditions of the Bonds</i>) to the Bond Issuance Agreement, as the same may have been amended, supplemented or otherwise replaced from time to time, and any reference to a numbered Condition is to the correspondingly numbered provision of those terms and conditions,</p> <p>"Definitive Bonds" means each definitive bearer bond issued or to be issued in definitive form in or substantially in the form set out in Part 1 of Schedule 4 (<i>Form of Definitive Bond</i>) of the Bond Issuance Agreement,</p> <p>"Early Principal Payments" means the principal amount of any Bonds to be redeemed by way of a partial redemption pursuant to Condition 6.2 (<i>Mandatory redemption following optional prepayment by AssetCo or HoldCo under the Issuer AssetCo Loan Agreement or Issuer HoldCo Loan Agreement</i>) or 6.3 (<i>Mandatory redemption following mandatory prepayment or acceleration by AssetCo or HoldCo under the Issuer AssetCo Loan Agreement or Issuer HoldCo Loan Agreement</i>),</p> <p>"Escrow Agent" means Wilmington Trust Company, a Delaware Banking corporation whose registered office is at 1100 North Market Street, Wilmington, De 19890-1625, USA,</p> <p>"Finance Documents" means the AssetCo Corporate Services Agreement, the HoldCo Corporate Services Agreement, the Issuer AssetCo Loan Agreement, the Issuer Corporate Services Agreement, the Issuer HoldCo Loan Agreement, the Bond Issuance Agreement, the Global Bonds, the Definitive Bonds, the Issuer Deed of Charge, the AssetCo Deed of Charge, the HoldCo Deed of Charge, the Issuer Account Bank and Account Control Agreement, the AssetCo Account Bank and Account Control Agreement, the HoldCo Account Bank and Account Control Agreement, the Issuer Cash Management Agreement, the AssetCo Cash Management Agreement, the HoldCo Cash Management Agreement, the Calculation Agent Agreement, the Bond Escrow Agreement, the Second Issue Finance Documents and any other</p>	

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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>document designated a Finance Document from time to time by the parties thereto,</p> <p>"First Supplemental AssetCo Deed of Charge" means the supplemental deed of charge dated on or about the Second Closing Date between AssetCo and the Borrower Security Trustee,</p> <p>"First Supplemental Bond Issuance Agreement" means the supplemental bond issuance agreement dated 30 September 2011 between the Issuer, the Bond Purchasers and the Issuer Security Trustee,</p> <p>"First Supplemental Issuer AssetCo Loan Agreement" means the supplemental loan agreement dated 30 September 2011 between the Issuer, the Pledgor, the Borrower Security Trustee and the Issuer Security Trustee,</p> <p>"First Supplemental Issuer Deed of Charge" means the supplemental deed of charge dated on or about the Second Closing Date between the Issuer and the Issuer Security Trustee,</p> <p>"Global Bond" means the bearer global bond representing the Bonds in or substantially in the form set out in Schedule 3 (<i>Form of Global Bond</i>) of the Bond Issuance Agreement, as supplemented by the First Supplemental Bond Issuance Agreement,</p> <p>"HoldCo" means Limited Life Assets Master Limited a company incorporated in England and Wales with registered number 7556539 and whose registered address is at 1 Jermyn Street, London SW1Y 4UH,</p> <p>"HoldCo Account Bank" means Wilmington Trust, National Association as successor by merger to Wilmington Trust FSB, a company incorporated in Maryland and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009 Wilmington Trust, National Association is a national banking association organised under then laws of the United States,</p> <p>"HoldCo Account Bank and Account Control Agreement" means the agreement dated on or about the Closing Date between HoldCo, the Borrower Security Trustee and the HoldCo Account Bank,</p> <p>"HoldCo Cash Management Agreement" means the agreement dated on or about the Closing Date between HoldCo, the Borrower Security Trustee and the HoldCo Cash Manager,</p> <p>"HoldCo Cash Manager" means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p>"HoldCo Corporate Services Agreement" means the corporate services agreement dated on or about 31 May 2011 between the HoldCo Corporate Services Provider and HoldCo,</p> <p>"HoldCo Corporate Services Provider" means Wilmington Trust SP Services (London) Limited, a company incorporated in England and Wales, with registered number 2548079, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p>"HoldCo Deed of Charge" means the deed of charge dated on or about the Closing Date</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 405 1023 432">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 499 954 526">between HoldCo and the Borrower Security Trustee,</p> <p data-bbox="331 555 1471 645">"Issuer" means Limited Life Assets Issuance plc, a company incorporated in England and Wales with registered number 07576944 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p data-bbox="331 674 1471 801">"Issuer Account Bank" means Wilmington Trust, National Association, as successor by merger to Wilmington Trust FSB, a company incorporated in Maryland and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009 Wilmington Trust, National Association, is a national banking association organised under the laws of the United States,</p> <p data-bbox="331 831 1471 920">"Issuer Account Bank and Account Control Agreement" means the agreement dated on or about the Closing Date between the Issuer, the Issuer Security Trustee and the Issuer Account Bank,</p> <p data-bbox="331 949 1471 1039">"Issuer AssetCo Loan Agreement" means the loan agreement dated on or about 31 May 2011 between the Issuer, AssetCo, the Borrower Security Trustee and the Issuer Security Trustee,</p> <p data-bbox="331 1068 1471 1131">"Issuer Cash Management Agreement" means the agreement dated the Closing Date between the Issuer, the Issuer Security Trustee and the Issuer Cash Manager,</p> <p data-bbox="331 1160 1471 1249">"Issuer Cash Manager" means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p data-bbox="331 1279 1471 1341">"Issuer Corporate Services Agreement" means the corporate services agreement dated on or about 31 May 2011 between the Issuer Corporate Services Provider and the Issuer,</p> <p data-bbox="331 1370 1471 1460">"Issuer Corporate Services Provider" means Wilmington Trust SP Services (London) Limited, a company incorporated in England and Wales, with registered number 2548079, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p data-bbox="331 1489 1471 1552">"Issuer Deed of Charge" means the deed of charge dated on or about the Closing Date between the Issuer and the Issuer Security Trustee,</p> <p data-bbox="331 1581 1471 1644">"Issuer HoldCo Loan Agreement" means the loan agreement dated on or about 31 May 2011 between the Issuer, HoldCo, the Borrower Security Trustee and the Issuer Security Trustee,</p> <p data-bbox="331 1673 1471 1762">"Issuer Security Trustee" means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 05650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p data-bbox="331 1792 1471 1881">"Loan Agreement" means the Issuer AssetCo Loan Agreement, as such agreement is supplemented by the First Supplemental Issuer AssetCo Loan Agreement and as it may be further supplemented and amended from time to time,</p> <p data-bbox="331 1910 1471 1973">"Loan Enforcement Notice" means a notice of enforcement declaring that the Borrower Security Trustee's rights under the AssetCo Deed of Charge have become enforceable, served</p>

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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

by the Borrower Security Trustee on AssetCo under clause 10 (*Post-enforcement*) of the AssetCo Deed of Charge,



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7557001
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A BENEFICIAL INTEREST PLEDGE
AGREEMENT DATED 5 OCTOBER 2011 AND CREATED BY
LIMITED LIFE ASSETS SERVICES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE ASSETCO SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 OCTOBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2011

01



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES