

MR01

Particulars of a charge

229837 / 13



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

You can use the WebFiling
Please go to www.companies

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

FRIDAY



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A23

11/10/2013

#307

COMPANIES HOUSE

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

Company number 0 7 5 5 7 0 0 1

Company name in full Limited Life Assets Services Limited

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 Charge creation date

Charge creation date 0 3 1 0 2 0 1 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 Wilmington Trust (London) Limited

Third Floor, 1 King's Arms Yard, London, EC2R 7AF

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

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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

N/A

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**

CHFP025

04/13 Version 1.0

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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 *Hogan Lovells International Ltd* 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 F2/JC/SB/X0336/00087

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

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 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

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7557001

Charge code: 0755 7001 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2013 and created by LIMITED LIFE ASSETS SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2013.

DX

Given at Companies House, Cardiff on 15th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

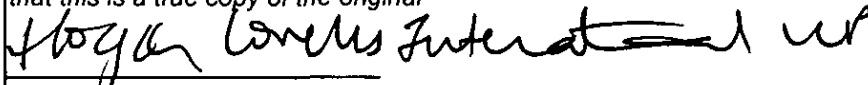
3 OCTOBER 2013

LIMITED LIFE ASSETS SERVICES LIMITED
as AssetCo

- and -

WILMINGTON TRUST (LONDON) LIMITED
as Borrower Security Trustee

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the original



Date 10 October 2013

Hogan Lovells International LLP

Atlantic House

Holborn Viaduct

London

EC1A 2FG

SECOND SUPPLEMENTAL ASSETCo DEED OF CHARGE



Ref F2JC/MPM/SB/4407029
X0336 00078

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London, EC1A 2FG

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THIS SECOND SUPPLEMENTAL ASSETCo DEED OF CHARGE (this "Deed") is made on 3 October 2013

BETWEEN:

- (1) **Limited Life Assets Services Limited**, a company incorporated in England and Wales with registered number 07557001 and whose registered office is at 1 Jermyn Street, London SW1Y 4UH ("**AssetCo**"), and
- (2) **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 (the "**Borrower Security Trustee**", which expression in this Deed shall include such company, its successors and permitted assigns and all other persons for the time being acting as the borrower security trustee pursuant to the AssetCo Deed of Charge for and on behalf of the AssetCo Secured Parties in accordance with the terms of the AssetCo Deed of Charge and the Issuer AssetCo Loan Agreement)

WHEREAS:

- (A) AssetCo was established under the laws of England and Wales for the purpose of purchasing the Original Assets, which purchase was funded by a limited recourse term loan facility advanced by the Issuer to AssetCo on 1 June 2011 pursuant to a loan agreement dated 31 May 2011 between the Issuer, AssetCo, the Borrower Security Trustee and the Issuer Security Trustee (the "**Original Issuer AssetCo Loan Agreement**")
- (B) In connection with such loan facility, the parties hereto entered into an AssetCo deed of charge on 1 June 2011 (the "**Original AssetCo Deed of Charge**"), which secured all the obligations of AssetCo to the AssetCo Secured Parties in respect of the AssetCo Secured Obligations
- (C) AssetCo subsequently purchased the Second Issue Assets, which purchase was funded by a further advance under such loan facility made by the Issuer to AssetCo pursuant to the First Supplemental Issuer AssetCo Loan Agreement
- (D) In connection with AssetCo's purchase of the Second Issue Assets and the further advance described in paragraph (C) above, the parties entered into the First Supplemental AssetCo Deed of Charge on 4 October 2011 and the Beneficial Interest Pledge Agreement on 5 October 2011 in acknowledgment of, *inter alia*, the fact that, from the Second Issue Acquisition Date, the Assets would include the Second Issue Assets
- (E) In connection with (i) AssetCo's making a further purchase of assets (the "**Third Portfolio Assets**") pursuant to a purchase and sale agreement dated 9 September 2013 (the "**Third Portfolio Asset Purchase Agreement**") between AssetCo, Deborah C Menotte as chapter 7 trustee for various companies (the "**Third Portfolio Seller**") and Berger Singerman LLP as escrow agent and (ii) the parties' entering into a deed of waiver and consent dated on or about the date hereof in relation to such further purchase (the "**Deed of Waiver and Consent**" and, together with this Deed and the Third Portfolio Asset Purchase Agreement, the "**Third Portfolio Transaction Documents**"), the parties have determined to enter into this Deed in acknowledgment of, *inter alia*, the fact that, from 4 October 2013 (the "**Third Portfolio Closing Date**"), the Assets shall include the Third Portfolio Assets
- (F) This Deed, together with the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement and the Original AssetCo Deed of Charge (to which this Deed,

the First Supplemental AssetCo Deed of Charge and the Beneficial Interest Pledge Agreement are supplemental), secure, among other things, all the obligations of AssetCo to the AssetCo Secured Parties in respect of the AssetCo Secured Obligations

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows

1 DEFINITIONS AND INTERPRETATION

1 1 Definitions

Words and expressions defined in the Original Issuer AssetCo Loan Agreement and the First Supplemental Issuer AssetCo Loan Agreement dated on or around 30 September 2011 between, among others, AssetCo and the Borrower Security Trustee (as the same may be amended, restated, varied, supplemented and/or otherwise modified from time to time) (the "**First Supplemental Issuer AssetCo Loan Agreement**") shall, except so far as the context otherwise requires, have the same meanings in this Deed (including, for the avoidance of doubt, the recitals), provided that

- (a) if there is any conflict or inconsistency between the definitions in the Original Issuer AssetCo Loan Agreement and the definitions in the First Supplemental Issuer AssetCo Loan Agreement, the definitions in the First Supplemental Issuer AssetCo Loan Agreement shall prevail, and
- (b) if there is any conflict or inconsistency between the definitions in the First Supplemental Issuer AssetCo Loan Agreement and the definitions in this Deed, the definitions in this Deed shall prevail

1 2 Interpretation

This Deed incorporates into it the interpretation provisions set out at clause 1 2 (*Interpretation*) of the Original Issuer AssetCo Loan Agreement (the "**Interpretation Provisions**") as though they were set out in full in this Deed. In the event of any conflict between the provisions of this Deed and the Interpretation Provisions, the provisions of this Deed shall prevail

1 3 Construction

In this Deed, except where the context otherwise requires

- (a) if the Borrower Security Trustee considers (on the basis of legal advice where it considers it appropriate) that an amount paid by AssetCo to an AssetCo Secured Party and/or the Borrower Security Trustee and/or the Receiver under or pursuant to the Transaction Documents, is capable of being avoided, reduced or otherwise set aside by any insolvency, bankruptcy, liquidation or other similar laws or on the liquidation or administration of AssetCo or otherwise and that there is a reasonable prospect of such insolvency, bankruptcy, liquidation or administration occurring and of such payment being so avoided or set aside, then the security constituted by or pursuant to this Deed shall continue and that amount shall not be considered to have been irrevocably paid or discharged for the purposes of this Deed,
- (b) a reference in this Deed to any property, assets, undertakings or rights includes, unless the context otherwise requires, present and future property, assets, undertakings or rights,

- (c) this Deed means this Second Supplemental AssetCo Deed of Charge and all the schedules hereto (as amended, modified and/or supplemented from time to time in accordance with the provisions set out herein) and each other document or deed entered into pursuant hereto (as amended, modified and/or supplemented from time to time as aforesaid) and expressed to be supplemental hereto. For the avoidance of doubt, references in this Deed to the "Issuer AssetCo Loan Agreement" shall be construed as references to the Issuer AssetCo Loan Agreement as supplemented by the First Supplemental Issuer AssetCo Loan Agreement (and as otherwise amended, modified and/or supplemented from time to time),
- (d) a reference to the "AssetCo Secured Obligations" shall be construed as a reference to 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 AssetCo to any AssetCo Secured Party under or pursuant to the Finance Documents (including, for the avoidance of doubt, this Deed) except for any obligation which, if it were so included, would result in the relevant Finance Document contravening any applicable law,
- (e) a reference to the "AssetCo Charged Property" shall be construed as a reference to the property, assets, undertakings, rights or agreements charged, assigned or pledged under or pursuant to the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement and this Deed, and references to the "**Supplemental AssetCo Charged Property**" shall be construed as a reference to the property, assets, undertakings, rights or agreements charged, assigned or pledged under or pursuant to this Deed,
- (f) a reference to the "**Security**" shall be construed as a reference to any mortgage, charge, standard security, assignment or assignation by way of security or any other Encumbrance or security arrangement whatsoever created by or pursuant to the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or this Deed, as applicable, and references to the "**Supplemental Security**" shall be construed as a reference to any mortgage, charge, standard security, assignment or assignation by way of security or any other Encumbrance or security arrangement whatsoever created by or pursuant to this Deed, and
- (g) (subject to clause 1.1 above) if there is any inconsistency between the terms of this Deed and the terms of the Issuer AssetCo Loan Agreement, then the terms of the Issuer AssetCo Loan Agreement will prevail (and where there is any such inconsistency, compliance by AssetCo with the terms of the Issuer AssetCo Loan Agreement shall be deemed to be in compliance with the terms hereof in respect of the matter subject to such inconsistency)

2 ASSETCO'S COVENANT TO PAY

AssetCo covenants with and undertakes to the Borrower Security Trustee (for the Borrower Security Trustee's own account and as Borrower Security Trustee for the AssetCo Secured Parties) that it shall duly and punctually pay or discharge the AssetCo Secured Obligations in the manner and at the times provided in the Loan, this Deed and the other Transaction Documents

3 SUPPLEMENTAL SECURITY

3 1 Contractual and Other Rights

- (a) AssetCo, by way of first fixed security for the payment or discharge of the AssetCo Secured Obligations, with full title guarantee (and subject to clause 6 (*Release of AssetCo Charged Property*) of the Original AssetCo Deed of Charge, as such clause is incorporated into this Deed pursuant to clause 5 (*Incorporation*) hereof) and without prejudice to the terms of the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge and the Beneficial Interest Pledge Agreement and all rights arising under or pursuant thereto, assigns to and in favour of the Borrower Security Trustee, for itself and on trust for the other AssetCo Secured Parties, to the extent that the same have not been assigned by way of first fixed security pursuant to the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge or the Beneficial Interest Pledge Agreement, all its right, title, interest and benefit, present and future, in, to and under the following documents

- (i) the Third Portfolio Asset Purchase Agreement, and
- (ii) all other contracts, agreements, deeds and documents, to which AssetCo is or becomes a party and in respect of which its rights are assignable by way of security without the necessity of obtaining the prior consent of any party thereto,

(together the "**AssetCo Charged Documents**") including in each case all rights to receive and collect payment of amounts payable to AssetCo thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto and the proceeds of any of the foregoing to hold the same unto the Borrower Security Trustee as security trustee for itself and the other AssetCo Secured Parties

- (b) Notwithstanding such assignments, AssetCo may continue to receive into the AssetCo Transaction Account all payments becoming due to AssetCo pursuant to the agreements assigned by it pursuant to clause 3 1(a) (*Contractual and Other Rights*) until receipt of express written notice from the Borrower Security Trustee or the Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the service of an Loan Enforcement Notice (as defined in clause 10 (*Post-Enforcement*) of the Original AssetCo Deed of Charge)

3 2 Priority

- (a) Any Security created in the future by AssetCo (except in favour of the Borrower Security Trustee) shall be expressed to be subject to this Deed and shall rank in order of priority behind the charges and security created by or pursuant to this Deed
- (b) For the avoidance of doubt, the Supplemental Security created under this Deed shall rank subordinated to any Security created under the Original AssetCo Deed of Charge (except the floating charges created by clause 3 3 (*AssetCo floating charge*) of the Original AssetCo Deed of Charge), the First Supplemental AssetCo Deed of Charge and the Beneficial Interest Pledge Agreement

3 3 Continuity of Security

This Deed shall be a continuing security for the AssetCo Secured Parties, notwithstanding any intermediate payment or settlement of any part of the AssetCo Secured Obligations or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by any AssetCo Secured Party against AssetCo or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any AssetCo Secured Party for any of the AssetCo Secured Obligations

3 4 No Transfer of Obligations

Notwithstanding anything else in this Deed, it is hereby agreed that the Borrower Security Trustee does not assume, nor shall the Borrower Security Trustee be obliged to perform, any obligations of any other party to this Deed or the other Transaction Documents or of AssetCo in respect of the Supplemental Security and nothing in this Deed shall be construed so as to transfer any of such obligations to the Borrower Security Trustee

4 TRUST

The Borrower Security Trustee hereby acknowledges and declares that it shall hold the benefit of the security interests created pursuant to clause 3 (*Supplemental Security*) (and the benefit of the covenants given by AssetCo in favour of the Borrower Security Trustee pursuant to this Deed) on trust, for itself and each AssetCo Secured Party in respect of the AssetCo Secured Obligations owed to them respectively in accordance with clause 4 (*Trust*) of the Original AssetCo Deed of Charge

5 INCORPORATION

- 5 1 The parties hereby agree that, subject to clause 5 2 (*Incorporation*) below, all of the obligations, undertakings, covenants, rights and powers specified and contained in the Original AssetCo Deed of Charge, other than the creation of security by AssetCo contained in clause 3 (*Security*) of the Original AssetCo Deed of Charge and the representations and warranties given by AssetCo in clause 11 (*Covenants and warranties of AssetCo*) of the Original AssetCo Deed of Charge, shall be deemed to be incorporated into this Deed as if they were repeated herein, *mutatis mutandis*, and shall apply *mutatis mutandis* to the property referred to in clause 3 (*Supplemental Security*) hereof and the security and other rights and powers created under and pursuant to this Deed, with each reference in the Original AssetCo Deed of Charge to

- (a) "AssetCo Charged Property" being to the Supplemental AssetCo Charged Property, and
- (b) "Security" being to the Supplemental Security

- 5 2 For the avoidance of doubt, clause 5 1 (*Incorporation*) and this Deed generally shall not be construed as, or otherwise deemed to result in, clause 3 (*Security*) of the Original AssetCo Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets being effectively charged by way of fixed charge or otherwise or being effectively assigned as security pursuant to that clause nor shall they otherwise be construed as any release or memorandum in satisfaction in whole or in part of the security created pursuant to clause 3 (*Security*) of the Original AssetCo Deed of Charge

6 NOTICES OF ASSIGNMENT

On the Third Portfolio Closing Date, AssetCo shall deliver to each of the parties to the AssetCo Charged Documents notices of assignment in the form set out in Schedule 2 (*AssetCo's Form of Notice of Assignment*)

7 ASSETCO SECURITY POWER OF ATTORNEY

Immediately upon the execution of this Deed, AssetCo shall execute and deliver to the Borrower Security Trustee the power of attorney in or substantially in the form set out in Schedule 1 (*Form of Security Power of Attorney from AssetCo to the Borrower Security Trustee*)

8 ASSETCO WARRANTIES

AssetCo warrants to and in favour of the Borrower Security Trustee that it has taken all necessary steps in accordance with the laws and regulations of the jurisdiction in which the asset(s) concerned is/are located or which have been declared applicable to such asset(s), as the case may be, to enable it to charge or (to the extent capable of doing so) assign as security its property charged by or pursuant to clause 3 (*Supplemental Security*) and that it has taken no action or steps to prejudice its right, title and interest in and to its property charged by or pursuant to clause 3 (*Supplemental Security*). The warranty set out in this clause 8 is subject to the saving provisions of clauses 8 1 (*Further assurance*) and 8 3 (*Consents*) of the Original AssetCo Deed of Charge and to clause 8 4 (*Implied covenants for title*) of the Original AssetCo Deed of Charge, as such clauses are incorporated into this Deed pursuant to clause 5 (*Incorporation*) hereof

9 ASSETCO COVENANTS

9 1 The undertakings set out in clauses 15 (*Information undertakings*), 16 (*Financial covenants*) and 17 (*General undertakings*) of the Issuer AssetCo Loan Agreement are incorporated into this Deed as if such provisions were set out in full in this Deed, *mutatis mutandis*, and, together with the undertakings set out in clauses 9 2 (*Acquisition of Third Portfolio Assets*) and 9 3 (*Servicing*) below, are given in favour of the Borrower Security Trustee, for the benefit of itself and the AssetCo Secured Parties, and will remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents

9 2 Acquisition of Third Portfolio Assets

AssetCo shall, on the Third Portfolio Closing Date, acquire the Third Portfolio Assets from the Third Portfolio Seller in accordance with, and pursuant to, the Third Portfolio Asset Purchase Agreement

9 3 Servicing

AssetCo shall ensure that, at all times following the Third Portfolio Closing Date, the Third Portfolio Assets are serviced by the Servicer and shall at all times monitor the compliance by the Servicer with its obligations under the Portfolio Services Agreement and shall enforce the rights and remedies that it may have against the Servicer in respect of any breach under the Portfolio Services Agreement

9 4 No release from obligations

So long as any of the AssetCo Secured Obligations owed by AssetCo remain outstanding, AssetCo shall not, without the prior written consent of the Borrower Security

Trustee, permit any party to any of the Transaction Documents whose obligations form part of the Supplemental Security to be released from such obligations except as may be permitted by this Deed or the terms of such Transaction Documents

10 TRANSACTION DOCUMENT

The parties to this Deed agree that this Deed shall be a "Transaction Document" and a "Finance Document" for the purposes of the Transaction Documents

11 FURTHER PROVISIONS

11 1 No person shall have any rights under this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party that exists or is available apart from that Act

11 2 This Deed may be executed in any number of counterparts. Each counterpart will be deemed to be an original, and all such counterparts will constitute one and the same instrument, provided however that this Deed shall have no force or effect until it is executed by each party hereto. Subject to the proviso to the preceding sentence, this Deed shall be fully effective and binding on each party hereto upon at least one copy of this Deed having been executed and delivered by such party notwithstanding that the other party to this Deed has executed or executes or has delivered or delivers a counterpart of this Deed

12 GOVERNING LAW AND SUBMISSION TO JURISDICTION

12 1 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of England and Wales

12 2 Jurisdiction

The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**") The parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary. This clause 12 2 is for the benefit of the Borrower Security Trustee. As a result, the Borrower Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Borrower Security Trustee may take concurrent proceedings in any number of jurisdictions

IN WITNESS WHEREOF this Second Supplemental AssetCo Deed of Charge has been executed and delivered as a deed on the date on which it is stated to be made

Executed as a deed by)
Limited Life Assets Services Limited)
(as AssetCo))
acting by)



Director

In the presence of

Witness signature



Witness Name

Elena Kolesnikova

Address



Executed as a deed by)
Wilmington Trust (London) Limited)
(in its capacity as Borrower Security Trustee))
acting by)

Director

In the presence of

Witness signature

Witness Name

Address

IN WITNESS WHEREOF this Second Supplemental AssetCo Deed of Charge has been executed and delivered as a deed on the date on which it is stated to be made

Executed as a deed by)
Limited Life Assets Services Limited)
(as AssetCo))
acting by)

Director

In the presence of

Witness signature

Witness Name.

Address

Executed as a deed by)
Wilmington Trust (London) Limited)
(in its capacity as Borrower Security Trustee))
acting by)


Peter Maynard
Director

Director

In the presence of

Witness signature

Witness Name

Address.


Biko Tweslime

Third Floor
1 King's Arms Yard
London
EC2R 7AF

SCHEDULE 1

FORM OF SECURITY POWER OF ATTORNEY FROM ASSETCO TO THE BORROWER SECURITY TRUSTEE

THIS POWER OF ATTORNEY is granted on [***] October 2013 by Limited Life Assets Services Limited, a company incorporated in England and Wales with registered number 07557001 and whose registered office is at 1 Jermyn Street, London SW1Y 4UH (the "**Principal**")

WHEREAS

- (1) By virtue of a second supplemental AssetCo deed of charge (the "**Second Supplemental AssetCo Deed of Charge**") dated 3 October 2013 in respect of a deed of charge dated 1 June 2011 made between the Principal and Wilmington Trust (London) Limited as borrower security trustee (hereinafter referred to as the "**Attorney**"), provision was made for the execution by the Principal of this Power of Attorney
- (2) Words and expressions in this Power of Attorney shall (save where expressed to the contrary) have the same meanings respectively as the words and expressions defined in or through the Second Supplemental AssetCo Deed of Charge

NOW THIS POWER OF ATTORNEY WITNESSES

- 1 The Principal hereby irrevocably and by way of security for the performance of the covenants, undertakings, conditions and obligations on the part of the Principal contained in the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement and the Second Supplemental AssetCo Deed of Charge appoints the Attorney and any receiver (including any administrative receiver and any manager) appointed thereunder ("**Receiver**") to be its true and lawful attorney for and in the Principal's name or otherwise to do any act, matter or thing which the Attorney or Receiver considers in each case *bona fide* necessary for the protection or preservation of the Attorney's interests in and rights in and to any property charged or assigned by or pursuant to the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or the Second Supplemental AssetCo Deed of Charge or any part thereof or which ought to be done (but has not been done) under the covenants, undertakings and provisions contained in the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or the Second Supplemental AssetCo Deed of Charge in each case on or after the service of a Loan Enforcement Notice or in any other circumstances where the Attorney has become entitled to take steps referred to in the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or the Second Supplemental AssetCo Deed of Charge including any or all of the following that is to say
 - (a) to do every act or thing which the Attorney or Receiver may deem to be necessary, proper or expedient for fully and effectually vesting or transferring any security created by, and/or property charged or assigned pursuant to, the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or the Second Supplemental AssetCo Deed of Charge or any part thereof and/or the Principal's estate right interest and title therein or thereto in or to the Attorney or Receiver and its successors in title or the persons or persons entitled to the benefit thereof in the same manner and as fully and effectually in all respects as the Principal could have done,
 - (b) the Attorney shall have the power by writing under its hand by an officer of the Attorney (including every Receiver appointed under the Original AssetCo Deed of

Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or the Second Supplemental AssetCo Deed of Charge) from time to time

- (i) to appoint one or more substitutes (each a "**Substitute**") (provided that there shall not be more than one Substitute appointed at any one time in respect of the property charged or assigned by or pursuant to the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement or the Second Supplemental AssetCo Deed of Charge) who shall have power to act on behalf of the Principal as if that substitute shall have been originally appointed Attorney by this Power of Attorney, and/or
- (ii) to revoke any such appointment at any time without assigning any reason therefor

2 In favour of the Attorney, any Receiver and/or any Substitute, (or a person dealing with any of them and the successors and assigns of such a person), all acts done and documents executed or signed by the Attorney, a Receiver or a Substitute in the purported exercise of any power conferred by this Power of Attorney shall for all purposes be valid and binding on the Principal and its successors and assigns

(a) The Principal irrevocably and unconditionally undertakes to indemnify the Attorney and each Receiver and/or Substitute appointed from time to time by the Attorney and their respective estates against all actions, proceedings, claims, costs, expenses and liabilities of every description arising from the exercise, or the purported exercise, of any of the powers conferred by this Power of Attorney notwithstanding that they may have arisen as a result of a lack of care on the part of the Attorney, Receiver or Substitute, provided that the limited recourse provisions of clause 19 (*No recourse, no petition and limited recourse*) of the Original AssetCo Deed of Charge shall apply to this indemnity, *mutatis mutandis*, as if set out in full herein

(b) The provisions of this clause shall continue in force after the revocation or termination, howsoever arising, of this Power of Attorney

3 The Principal hereby agrees at all times hereafter to ratify and confirm whatsoever the said Attorney or its attorneys or attorneys or any Receiver or Substitute shall lawfully do or cause to be done in and concerning the Security, the Supplemental Security and/or the property charged or assigned by or pursuant to the Original AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge, the Beneficial Interest Pledge Agreement and/or the Second Supplemental AssetCo Deed of Charge or any part thereof by virtue of this Power of Attorney

4 The Principal hereby declares that, this Power of Attorney having been given for security purposes and to secure a continuing obligation of the Principal, the powers hereby created shall be irrevocable and shall not (to the fullest extent permitted by applicable law) be affected by the Principal making an application for a suspension of payments or by the bankruptcy of the Principal or by the making of an application by a third party for the bankruptcy of the Principal or by the passing of a resolution for the voluntary liquidation of the Principal or any equivalent event

5 The laws of England shall apply to this Power of Attorney and any non-contractual obligations arising out of or in connection with it and to the interpretation thereof and to all acts of the Attorney carried out or purported to be carried out under the terms hereof

- 6 This Power of Attorney shall automatically terminate on the payment and discharge of the AssetCo Secured Obligations in full

IN WITNESS WHEREOF this Power of Attorney has been executed and delivered as a security power of attorney by the Principal the day and year first before written

Executed as a deed by)
Limited Life Assets Services Limited)
(in its capacity as AssetCo))
acting by

Director

In the presence of

Witness signature

Witness Name

Address

SCHEDULE 2

ASSETCo's FORM OF NOTICE OF ASSIGNMENT

From **Limited Life Assets Services Limited ("AssetCo")**
1 Jermyn Street
London
SW1Y 4UH

Cc **Wilmington Trust (London) Limited (the "Borrower Security Trustee")**
Third Floor
1 King's Arms Yard
London
EC2R 7AF

To *[Insert relevant addresses]*

Date **[**]** October 2013

Dear Sirs

We hereby give you notice that, by a supplemental AssetCo deed of charge dated 3 October 2013 (the "**Second Supplemental AssetCo Deed of Charge**") and made between AssetCo and the Borrower Security Trustee, AssetCo assigned absolutely (subject to re-assignment upon satisfaction of its secured obligations) to the Borrower Security Trustee[, to the extent that the same have not been assigned by way of first fixed security pursuant to the AssetCo deed of charge dated 1 June 2011 or the first supplemental AssetCo deed of charge dated 4 October 2011 (of which assignments we notified you on each such date),] all its rights, title, interest and benefit, present and future, in, to and under all AssetCo Charged Documents to which AssetCo is a party, including *[insert relevant AssetCo Charged Document]*

Words and expressions used herein and not defined shall have the meanings given to them in or through the Second Supplemental AssetCo Deed of Charge

Subject to any other instructions given to you by the Borrower Security Trustee, you are authorised and instructed to deal with AssetCo in relation to the *[insert relevant AssetCo Charged Document]* to which you are a party as if the assignment referred to in the preceding paragraph had not taken place, save that you are not authorised or instructed to recognise the exercise by AssetCo of any right to vary or terminate the *[insert relevant AssetCo Charged Document]* to which you are a party unless the prior written consent of the Borrower Security Trustee has been obtained thereto or as otherwise provided in the *[insert relevant AssetCo Charged Document]* to which you are a party

You are authorised and instructed to give notice to the Borrower Security Trustee in the event that AssetCo is in breach of any of its material obligations under the *[insert relevant AssetCo Charged Document]* to which you are a party which would permit you to terminate or cancel the *[insert relevant AssetCo Charged Document]* to which you are a party

None of the instructions, authorisations and confirmations in this notice can be revoked in any way except with the Borrower Security Trustee's prior written consent

This notice (and all non-contractual obligations and liabilities arising out of or in connection with it) shall be governed by and construed in accordance with English law. We irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any claim, dispute or difference arising out of or in connection with this notice

Yours faithfully

For and on behalf of
Limited Life Assets Services Limited