

MR01

Particulars of a charge

234285/390



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

You can use the WebFiling service to file this form
Please go to www.companieshouse.gov.uk

☒ **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**
You may not use this form to
register a charge where
instrument Use form MF



A04 *A4Y5ASKH* #173
08/01/2016
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. **Do not send the original**

1 Company details

Company number 0 9 5 7 2 6 6 5

Company name in full Just Re 2 Limited

8 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 d⁰ d¹ m⁰ m¹ y² y⁰ y¹ y⁶

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 Just Retirement Limited

(as Security Trustee)

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

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Not applicable

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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 LLP* X

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

CHFP025

06/14 Version 2.0

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Jennifer Lowe

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

CHFP025

06/14 Version 2.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9572665

Charge code. 0957 2665 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st January 2016 and created by JUST RE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2016.

Dx
Given at Companies House, Cardiff on 13th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY SUPPLEMENT

This Security Supplement is made as a Deed on 01 January 2016

BETWEEN

- (1) **JUST RE 2 LIMITED** a private limited liability company incorporated under the laws of England and Wales, having its registered office at Vale House, Roebuck Close, Bancroft Road, Reigate, Surrey RH2 7RU and with company number 9572665 (the "**Issuer**"), and
- (2) **JUST RETIREMENT LIMITED** a private limited liability company incorporated under the laws of England and Wales, having its registered office at Vale House, Roebuck Close, Bancroft Road, Reigate, Surrey RH2 7RU and with company number 05017193 (the "**Security Trustee**")

WHEREAS

- (A) The parties have entered into the Master Deed of Charge which secures the Secured Liabilities of the Issuer to the General Secured Creditors
- (B) In accordance with the terms of the Note Issuance Facility Agreement, the Issuer, the Class A Note Purchaser and the Class C Note Purchaser may enter into further Issue Deeds in order to constitute new Series of Notes and confirm the terms and/or constitute certain of the Transaction Documents as specified therein
- (C) In connection with the issuance of the Series 7 Class A Notes (the "**Notes**") the parties propose to enter into this Security Supplement pursuant to which the Issuer will secure the Series Charged Assets in favour of the relevant Series Secured Creditors
- (D) Once executed, this Security Supplement, together with the Master Deed of Charge, will constitute a Series Supplemental Deed of Charge in respect of the relevant Series of Notes

1 Security

- 1.1 The Issuer and the Security Trustee have entered into this Security Supplement to specify the Series Charged Assets applicable to the Notes
- 1.2 The terms of the Master Deed of Charge shall apply to this Security Supplement as though they were set out in full herein as supplemented by the definitions and relevant issue specific information set out below
- 1.3 For the purposes of clause 3.2 (*Assignment of Series Collateral*) of the Master Deed of Charge, the Issuer as continuing security for the payment or discharge of the Secured Liabilities, with full title guarantee hereby conveys, transfers and assigns to the Security Trustee (for itself and on trust for the Series Secured Creditors) by way of first fixed security all its right, title, interest and benefit, present and future, in, under and to the Series Charged Assets (including the Series Collateral) of the applicable Series set out below and all of its powers related thereto to hold the same unto the Security Trustee for its own account and as security trustee for the Series Secured Creditors, provided that the parties to this Deed acknowledge that the Series Collateral is not held on a separate segregated account by the Custodian for each Series of Notes

Series Charged Assets	The Bond Sale Agreement applicable to this Series
Series Collateral	ISIN XS0189013823 3,445,000 GBP

1 COVENANT TO PAY

The Issuer hereby acknowledges and agrees to uphold the covenant to pay set out in clause 2 (*JRE2's Covenant to Pay*) of the Master Deed of Charge

2 ACKNOWLEDGEMENT OF PRIORITIES OF PAYMENT

The Issuer hereby gives notice and the Security Trustee acknowledges that

- (a) it has notice of the Series Pre-Acceleration Priority of Payment, the Series Post-Acceleration Priority of Payments, the General Pre-Acceleration Priority of Payments and the General Post-Acceleration Priority of Payments, and
- (b) each such Series Priority of Payments and each General Priority of Payments applies in respect of the Series Collateral secured by way of this Security Supplement

3 ACCOUNTS, SERIES LEDGERS AND PAYMENTS

The Issuer and the Security Trustee hereby acknowledge the provisions relating to the JRE2 Accounts as set out in the Issue Deed applicable to the Notes

4 SEPARATE AGREEMENTS

Each agreement or deed entered into as a result of the execution of this Security Supplement

- (a) is an agreement or deed between the parties thereto in the capacity or capacities specified in respect of each such agreement or deed but only in respect of the agreements and deeds to which such person in respect of such capacity is stated to be a party in the provisions above, and
- (b) is capable of variation as between as parties in accordance with the terms thereof by means of a deed supplemental to this Security Supplement

Any such variation of an agreement or deed entered into by executing this Security Supplement shall only require the approval of the parties thereto and subject to the provisions of the agreements and deed constituted hereby, no other party need approve or execute such variation

5 NOTICES

Communications shall be made in accordance with the Master Deed of Charge

6 GOVERNING LAW

This Security Supplement and the Series Supplemental Deed of Charge constituted by the Master Deed of Charge and this Security Supplement and all non-contractual obligations relating thereto shall be governed by and construed in accordance with English law, save to the extent that any agreement or deed (or part of such agreement or deed) which is constituted by this Security Supplement and which is expressed to be governed by a law other than English law are governed by, and shall be construed in accordance with, the law of the jurisdiction specified therein

7 THIRD PARTY RIGHTS

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

8 COUNTERPARTS

This Security Supplement may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each signatory had signed the same document

IN WITNESS WHEREOF the parties hereto, acting through their duly authorised representatives, have caused this Security Supplement to be signed in their respective names as of the date first above written


THE ISSUER

Executed as a Deed by **Just Re 2 Limited** acting by



Name SIMON THOMAS
Position Director

In the presence of

Signature of witness 

Name of witness LAWRENCE HILLS

Address of witness VALE HOUSE, ROEBUCK CLOSE, REIGATE

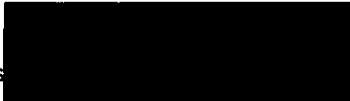
SECURITY TRUSTEE, CLASS A NOTE PURCHASER AND CLASS C NOTE PURCHASER

Executed as a Deed by **Just Retirement Limited** acting by



Name SHAYNE DEIGHTON
Position Director

In the presence of

Signature of witness 

Name of witness PETER BORLEY

Address of witness VALE HOUSE
ROEBUCK CLOSE
REIGATE