



Registration of a Charge

Company Name: **PHOENIX ER2 LIMITED**

Company Number: **10196579**



Received for filing in Electronic Format on the: **19/11/2021**

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Details of Charge

Date of creation: **10/11/2021**

Charge code: **1019 6579 0002**

Persons entitled: **PHOENIX LIFE ASSURANCE LIMITED**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SHEPHERD AND WEDDERBURN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10196579

Charge code: 1019 6579 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2021 and created by PHOENIX ER2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2021 .

Given at Companies House, Cardiff on 22nd November 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Eversheds Sutherland (International) LLP

Eversheds Sutherland (International) LLP

SCOTTISH SUPPLEMENTAL CHARGE – PHOENIX ER2

THIS ASSIGNATION IN SECURITY

BY:

- (1) **PHOENIX ER2 LIMITED**, a private limited company incorporated in England and Wales (registered number 10196579) whose registered office is at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG, England ("**SPV**");

in favour of:

- (2) **PHOENIX LIFE ASSURANCE LIMITED**, a private limited company incorporated in England and Wales (registered number 00001419) whose registered office is at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG, England ("**PLAL**") (as trustee for itself and on behalf of the other Secured Creditors).

WHEREAS:

- (A) This Deed is supplemental to a deed of charge dated on or around the date of this Deed (the "**Deed of Charge**") made between SPV and PLAL.
- (B) Pursuant to (i) a Scottish declaration of trust delivered on or around the date of this Deed (the "**PLL Scottish Declaration of Trust**") entered into between Phoenix Life Limited, a private limited company incorporated in England and Wales (registered number 01016269) whose registered office is at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG ("**PLL**") and SPV; and (ii) a Scottish declaration of trust delivered on or around the date of this Deed (the "**PER1L Scottish Declaration of Trust**") and together with the PLL Scottish Declaration of Trust, the "**Scottish Declarations of Trust**") entered into between Phoenix ER1 Limited, a private limited company incorporated in England and Wales (registered number 10196658) whose registered office is at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG ("**PER1L**") and SPV, the Scottish Trust Property (as that term is defined in each Scottish Declaration of Trust) is held on trust for the SPV by PLL and PER1L.
- (C) This Deed is made by SPV in favour of PLAL in accordance with and pursuant to clause 3.8 (*Scottish Trust Security*) of the Deed of Charge.

IT IS AGREED:

1. Unless otherwise defined herein or the context requires otherwise, words and expressions used herein (including the recitals hereto) have the meanings and constructions ascribed to them in the master framework deed dated on or around the date of this Deed between PLAL, the SPV and PLAL as Security Trustee as the same may be amended, varied, amended and restated or supplemented from time to time.
2. SPV covenants with and undertakes to PLAL and binds and obliges itself that it will duly and punctually pay or discharge the Secured Obligations in accordance with the terms of clause 2 of the Deed of Charge.
3. SPV with absolute warrandice and subject to the proviso for redemption contained in clause 5 (*Release of Charged Property*) of the Deed of Charge HEREBY ASSIGNS to and in favour of PLAL in security for the discharge and payment of the Secured Obligations SPV's whole right, title and interest, present and future, in and to Scottish Trust Property (as defined in each Scottish Declaration of Trust) and in and to the Scottish Declarations of Trust (the "**Assigned Rights**").
4. SPV will upon request by PLAL give notice of and intimate the assignation in security made in terms of clause 3 hereof to PLL and PER1L as trustee under the relevant Scottish Declaration of Trust in the form attached in the schedule hereto.
5. SPV hereby agrees that all the obligations, undertakings, covenants, rights and powers specified and contained in the Deed of Charge which relate to the property referred to in and the security and other rights and powers created under and pursuant to the Deed of Charge shall be deemed to be repeated herein and shall apply *mutatis mutandis* to the property referred to in clause 3 hereof and the security and other rights and powers created under and pursuant hereto and that the whole remaining terms of the Deed of Charge shall, except in so far as inconsistent herewith apply *mutatis mutandis* hereto, provided always that this Deed shall be without prejudice to the

Deed of Charge and all of the rights, powers, obligations and immunities comprised therein and arising pursuant thereto, which shall remain in full force and effect notwithstanding this Deed.

6. SPV shall execute and do all such assurances, acts and things as PLAL may require for perfecting or protecting the security created by or pursuant to this Deed over the Assigned Rights or for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions conferred on PLAL and shall, in particular, (but without limitation) promptly after being requested to do so by the PLAL, execute all fixed securities, floating charges, assignments, securities, transfers, dispositions and assurances of the Assigned Rights whether to the PLAL or to its nominee(s) or otherwise and give all notices, orders and directions which the PLAL may think expedient.

7. This Deed shall be governed by and construed in accordance with the law of Scotland.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page and the schedule annexed hereto are executed for and on behalf of SPV as follows:

SUBSCRIBED for and on behalf of PHOENIX ER2 LIMITED

At BIRMINGHAM

On 10 NOVEMBER 2021

by WINDSEY HAYDEN-CAREY and SANDEEP SUNNAR as joint attorneys for and on behalf of Phoenix ER2 Limited under a Power Of Attorney dated 8 November 2021


Attorney


Attorney

In the presence of

 Witness

FIONA ROSE Witness Name

 Witness Address

Delivered on 10 November 2021

**This is the Schedule referred to in the foregoing Assignment in Security granted by PHOENIX
ER2 LIMITED in favour of PHOENIX LIFE ASSURANCE LIMITED**

From: Phoenix ER2 Limited

To: [Phoenix Life Limited][Phoenix ER1 Limited]

Dated: [●]

Dear Sirs

We, Phoenix ER2 Limited ("**SPV**") refer to the declaration of trust dated [●] 2021 between us and you (the "**Scottish Declaration of Trust**").

We give you notice that by an assignment in security dated [●] 2021 (the "**Assignment**") granted by SPV in favour of Phoenix Life Assurance Limited ("**PLAL**"), SPV assigned all of its right, title, interest and benefit in and to the Scottish Declaration of Trust.

Please acknowledge receipt of this letter by signing the enclosed duplicate notice with acknowledgement and returning it to PLAL at [●].

Yours faithfully

for and on behalf of Phoenix ER2 Limited

ACKNOWLEDGEMENT

We, [●] acknowledge receipt of the foregoing Intimation.

Dated: [●]

for and on behalf of [●]