

1B1559 | 13

MG01

Particulars of a mortgage or charge



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 register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



LLRHGLT8

LD2

19/07/2010

150

COMPANIES HOUSE

1

Company details

Company number

0 0 7 7 6 2 7 3

Company name in full

Sun Life Assurance Society plc (the "Chargor")

1 5

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

d0 d2 m0 m7 y2 y0 y1 y0

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Charge and Security Assignment Deed dated 2 July 2010 (the "**Deed**") created by the Chargor in favour of RGA International Reinsurance Company Limited (the "**Chargee**"), which expression includes its successors in title, permitted assigns and permitted transferees

4

Amount secured

Amount secured

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

As defined in the Deed, "Liabilities" of the Chargor means, the payment of the Chargor under the Longevity Reinsurance Agreement and the Chargor's obligations under clause 9 (*Collateral*) of the Longevity Reinsurance Agreement

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 RGA International Reinsurance Company Limited

Address Level 40, The International Financial Centre,
25 Old Broad Street, London, UK

Postcode E C 2 N 1 H Q

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 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

Nil

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 866).

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 870). 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 Linlakes 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 Sumona Bose

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX 10 LONDON/CHANCERY

Telephone 020 7456 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

RGA International Reinsurance Company Limited
CONTINUATION PAGE 1

1 Fixed Charge over Account and Debt Securities

The Chargor, as beneficial owner and as continuing security for the discharge of all Liabilities, charges in favour of the Chargee by way of first fixed charge, the Account and the Debt Securities, all its present and future right, title and interest in or to the Account and the Debt Securities and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on the Account and the Debt Securities

2 Floating Charge

The Chargor, as beneficial owner and as continuing security for the discharge of all Liabilities, charges in favour of the Chargee by way of first floating charge the assets expressed to be charged by Clause 3 1 of the Deed (*Fixed Charge over Account and Debt Securities*) if and to the extent such assets and rights are not or have ceased to be effectively charged by way of fixed charge under Clause 3 1 of the Deed (*Fixed Charge over Account and Debt Securities*)

3 Assignment

The Chargor, as beneficial owner and as continuing security for the discharge of all Liabilities, assigns by way of security to the Chargee, all its present and future rights, title and interest in and to the Custodian Deed, including all moneys payable to the Chargor, and any claims, awards and judgments made in favour of the Chargor

4 Ranking

Subject to the Permitted Security, the charges created by the Chargor rank in priority to any other Security over the Charged Assets

5 Conversion by notice

The Chargee may convert any floating charge into a fixed charge (either generally or specifically) by notice in writing to the Chargor specifying the relevant Charged Assets while an Enforcement Event is continuing. The conversion shall take effect immediately on the date specified in such notice

6 Automatic conversion

If

- (a) the Chargor takes any step to create any Security in breach of Clause 5 1 of the Deed (*Security*) over any of the Charged Assets, or

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

(b) any person, other than the Chargee, takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets, which is not discharged or stayed within 30 days,

the floating charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed charge

7 Financial collateral

To the extent that the assets charged or assigned by this Deed constitute "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) (the "**Regulations**")) and to the extent that a security interest created or arising under this Deed constitutes a "mortgage" (for the purpose of Regulation 17 of the Regulations), whilst an Enforcement Event is continuing, the Chargee shall have the right to appropriate all or any part of such financial collateral in or towards the satisfaction of the Liabilities. For this purpose, the most recent "Value" (as defined in the Custodian Deed) shall be used to determine the value of such financial collateral so appropriated

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>RGA International Reinsurance Company Limited CONTINUATION PAGE 2</p> <p>RESTRICTIONS AND FURTHER ASSURANCE:</p> <p>1 1 Security The Chargor shall not create or permit to subsist any Security over the Charged Assets except for any Permitted Security</p> <p>1 2 Disposal The Chargor shall not (nor shall it agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, assign, make a declaration of trust or otherwise dispose of any legal or equitable interest in or over any Charged Asset except under or pursuant to or as permitted by a Transaction Document</p> <p>1 3 Withdrawals of Excess</p> <p>(a) The Chargor shall not make any withdrawal of Excess from an Account except with the consent of the Chargee. The Chargee will give its consent within 2 Business Days of a request by the Chargor or such other period (if any) specified in the relevant provision of a Transaction Document if</p> <p>(i) the withdrawal is permitted by and made in accordance with clause 9 (<i>Collateral</i>) of the Longevity Reinsurance Agreement, or</p> <p>(ii) the withdrawal is permitted by and made in accordance with any other provision of the Transaction Documents</p> <p>For the avoidance of doubt, in the absence of a response from the Chargee it will be deemed that the consent has been given</p> <p>(b) Upon the consent being given or deemed to have been given, the relevant asset shall become released (without the need for any further action) from the Security constituted by this Deed</p> <p>(c) If the consent is not given or if there is any dispute relating to clause 5.3 of the Deed, the matter shall be determined in accordance with clause 39 (<i>Referral to Actuaries and Independent Actuary determination</i>) of the Longevity Reinsurance Agreement</p> <p>1 4 Substitutions</p> <p>(a) The Chargor shall not substitute any asset standing to the credit of an Account except with the consent of the Chargee. The Chargee undertakes to respond to any such request as soon as reasonably practicable. For the avoidance of doubt, in the absence of a response from the Chargee it will be deemed that the consent has not been given</p> <p>(b) Upon the consent being given, the relevant asset shall become released (without the</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

need for any further action) from the Security constituted by this Deed

- (c) If the consent is not given or if there is any dispute relating to this Clause 5.4, the matter shall be determined in accordance with clause 39 (*Referral to Actuanes and Independent Actuary determination*) of the Longevity Reinsurance Agreement

1.5 Documents

The Chargor shall promptly execute and/or deliver to the Chargee such documents relating to the Account as the Chargee reasonably requires

1.6 Further assurance

The Chargor shall as soon as reasonably practicable do whatever the Chargee reasonably requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) if an Enforcement Event has occurred and is continuing, to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Chargee or any Delegate or Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Chargee or its nominees or otherwise), making any registration and giving any notice, order or direction

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

RGA International Reinsurance Company Limited
CONTINUATION PAGE 3

Note (1)

In this Form, except to the extent that the context requires otherwise

"Account" means the accounts with the account number 74052 designated "Sun Life - RGA Int" and any associated accounts in which the Debt Securities and cash are, or may be, held in the name of the Chargor with the Custodian pursuant to the Custodian Deed

"Agreed Alternative" means such other approved bank or depositary as the Chargor and the Custodian may agree under the Custodian Deed

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Deed

"Custodian" means JPMorgan Chase Bank, National Association, acting through its London branch whose registered branch office address is 125 London Wall, London EC2Y 5AJ

"Custodian Deed" means the deed dated on or about the date of this Deed entered into between the Custodian, the Chargee and the Chargor pursuant to which the Custodian is appointed to take custody of the Debt Securities, which are held in Euroclear or the Agreed Alternative

"Debt Securities" has the meaning given to it in the Longevity Reinsurance Agreement

"Delegate" means a delegate or sub-delegate appointed under Clause 10.2 of the Deed (*Delegation*)

"Enforcement Event" means the service of a notice of termination in accordance with clause 24 (*Termination*) of the Longevity Reinsurance Agreement

"Euroclear" means Euroclear Bank S A /N V as operator of the Euroclear system

"Excess" means the Charged Assets held in the Account which are in excess of the value of the Charged Assets that are required to be held in the Account in accordance with Clause 9 (*Collateral*) of the Longevity Reinsurance Agreement

"Longevity Reinsurance Agreement" means the contract entitled "Longevity Reinsurance Agreement" between the Chargee (as reinsurer) and the Chargor (as reinsured) dated on or about

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

the date of the Deed

"Permitted Security" means

- (a) any Security arising in favour of the Chargee in the Deed,
- (b) any Security arising in accordance with any Transaction Document,
- (c) any lien arising by operation of law, or
- (d) any Security created with the consent of the Chargee

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Security" means a mortgage, charge, encumbrance, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Transaction Document" means

- (a) this Deed,
- (b) the Longevity Reinsurance Agreement,
- (c) the Custodian Deed, and
- (d) any other document designated as such by the Chargee and the Chargor



P.
4/6

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 776273
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE AND SECURITY
ASSIGNMENT DEED DATED 2 JULY 2010 AND CREATED BY
SUN LIFE ASSURANCE SOCIETY P L C FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
RGA INTERNATIONAL REINSURANCE COMPANY LIMITED ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES