

MG02

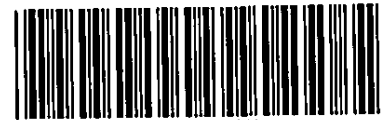
Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to
register a statement of satisfaction in
full or in part of a fixed charge for
a company registered in Scotland.
If you wish to do this, please use form MG01.

MONDAY



LD2 19/07/2010 155
COMPANIES HOUSE

1 Company details

Company number 00776273
Company name in full Sun Life Assurance Society PLC (the "Chargor")

1 3 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 Creation of charge

Date charge created d0 d1 m0 m7 y2 y0 y1 y0
Description 1 Charge and Security Assignment Deed dated 1 July
2010
Date of registration 2 d0 d8 m0 m7 y2 y0 y1 y0

- 1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- 2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name RGA REINSURANCE EUROPE LIMITED
Address 5TH FLOOR, BLOCK 1, THE OVAL, 160 SHELBOURNE ROAD,
DUBLIN 4, IRELAND
Postcode
Name
Address
Postcode
Name
Address
Postcode

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

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Statement of satisfaction in full or in part of mortgage or charge

4 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 continuation pages.

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

X

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

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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 Timothy Sawyer

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX

Telephone 02074562894



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



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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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>RGA Reinsurance Europe Limited continuation page 1.</p> <p>1 Fixed Charge over Account and Debt Securities</p> <p>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 all assets standing to the credit of the Account (including without limitation any Eligible Credit Support), 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 all assets standing to the credit of the Account (including without limitation any Eligible Credit Support)</p> <p>2 Floating Charge</p> <p>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 (<i>Fixed Charge over Account and Debt Securities</i>) 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 (<i>Fixed Charge over Account and Debt Securities</i>)</p> <p>3 Assignment</p> <p>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</p> <p>4 Ranking</p> <p>Subject to the Permitted Security, the charges created by the Chargor rank in priority to any other Security over the Charged Assets</p> <p>5 Conversion by notice</p> <p>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</p> <p>6 Automatic conversion</p> <p>If</p>

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (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
- (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

RESTRICTIONS AND FURTHER ASSURANCE:

1 Security

The Chargor shall not create or permit to subsist any Security over the Charged Assets except for any Permitted Security

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

3 Withdrawals of Excess

- (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
 - (i) the withdrawal is permitted by and made in accordance with clause 9 (*Collateral*) of the Longevity Reinsurance Agreement, or
 - (ii) the withdrawal is permitted by and made in accordance with any other

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Short particulars	<p style="text-align: center;">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>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 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 this Clause 5 4, 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>5 Documents</p> <p>The Chargor shall promptly execute and/or deliver to the Chargee such documents relating to the Account as the Chargee reasonably requires</p> <p>6 Further assurance</p> <p>The Chargor shall as soon as reasonably practicable do whatever the Chargee reasonably requires</p> <p>(a) to perfect or protect the Charges or the priority of the Charges, or</p> <p>(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,</p> <p>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</p> <p>Note (1):</p> <p>In this Form, except to the extent that the context requires otherwise</p>

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Short particulars

"Account" means the accounts with the account number 74051 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*)

"Eligible Credit Support" means

- (a) cash in a deposit account form, for a valuation of 100%,
- (b) Eligible Government Bonds, for a valuation of 100%, and
- (c) any other eligible credit support as the parties may from time to time agree as being acceptable. The valuation percentage will then be agreed from time to time between the Parties

"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

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Short particulars	<p>Charged Assets that are required to be held in the Account in accordance with clause 9 (<i>Collateral</i>) of the Longevity Reinsurance Agreement</p> <p>"Final Amount" has the meaning given to it in the Longevity Reinsurance Agreement</p> <p>"Longevity Reinsurance Agreement" means the contract entitled "Longevity Reinsurance Agreement" between the Chargee (as reinsurer) and the Chargor (as reinsured) dated 1 July 2010</p> <p>"Permitted Security" means</p> <ul style="list-style-type: none"> (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 <p>"Recapture Amount" has the meaning given to it in the Longevity Reinsurance Agreement</p> <p>"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</p> <p>"Reinsured On Account Payment" has the meaning given to it in the Longevity Reinsurance Agreement</p> <p>"Reinsured Settlement" has the meaning given to it in the Longevity Reinsurance Agreement</p> <p>"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</p> <p>"Transaction Document" means</p> <ul style="list-style-type: none"> (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>"Value" means the value as determined pursuant to the Longevity Reinsurance Agreement</p>	

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