

MG01

Particulars of a mortgage or charge

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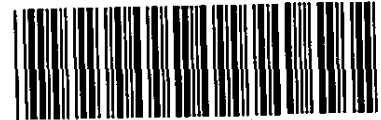
A fee is payable with this form

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
company. To do this, please use
form MG01s

THURSDAY



A03 12/07/2012 #272
COMPANIES HOUSE

1	Company details	3	For official use
Company number	0 5 7 0 6 7 2 0	Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Pension Insurance Corporation Limited (the " Chargor ")		
2	Date of creation of charge		
Date of creation	1 0 7 2 0 1 2		
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' A deed of charge over the fee collateral account and deposit moneys between the Chargor and Munchener Ruckversicherungs-Gesellschaft Aktiengesellschaft in Munchen, registered in the United Kingdom as Munich Re Company United Kingdom Life Branch (UK Establishment Number BR003492) (the " Secured Party ") dated 10 July 2012 (the " Deed of Charge ")		
4	Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge All present and future obligations of the Chargor to make payment to the Secured Party of the Termination Payment pursuant to the terms of the Reinsurance Agreement and/or any other payment obligation arising under the Deed of Charge, in whatever currency denominated, together with all Expenses provided that if, for the purposes of calculating the relevant Termination Payment in accordance with the terms and conditions of the Reinsurance Agreement, the Relevant Proportion of the Combined Reinsurance Fee Present Value is not determined to be a component element of the Final Termination Value, such Termination Payment shall not be a Secured Liability for the purposes of the Deed of Charge (the " Secured Liabilities ")		
		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

Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München,
registered in the UK as Munich Re Company United Kingdom Life Branch

Address

Level 31, 25 Canada Square,

London

Postcode

E 1 4 5 L 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

Capitalised terms used in this Form MG01 and not otherwise defined shall have the meaning given to them in Continuation Pages No.1 and No 2 to Section 6 (Short particulars of all property mortgaged or charged) of this Form MG01

Grant of Security

Pursuant to Clause 3.1 of the Deed of Charge, the Chargor, as continuing security for the payment and discharge of all the Secured Liabilities, charged in favour of the Secured Party by way of first fixed charge all of its present and future right, title, benefit and interest in and to the Fee Collateral Account and the Deposit Moneys.

Further Assurance

Pursuant to Clause 5.1 of the Deed of Charge, the Chargor agreed promptly at its own cost to do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require in favour of the Secured Party or its nominee(s)) to

(i) perfect, protect or preserve the security created or intended to be created in respect of the Charged Property;

(ii) facilitate the exercise of any rights, powers and remedies of the Secured Party provided by or pursuant to the Deed of Charge or by law; and/or

(iii) facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property.




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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 <ul style="list-style-type: none"> - 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 870) 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 866) 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 <i>Sonathan Malpas</i> (MARTIN LOCKWOOD) SONATHAN MALPAS, CHIEF FINANCIAL OFFICER This form must be signed by a person with an interest in the registration of the charge	

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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	Danielle Carragher
Company name	Sidley Austin LLP
Address	
Woolgate Exchange	
25 Basinghall Street	
Post town	
London	
County/Region	
Postcode	E C 2 V 5 H A
Country	
DX	
Telephone	(0)20 7360 3600
 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	
<input checked="" type="checkbox"/> The company name and number match the information held on the public Register	
<input checked="" type="checkbox"/> You have included the original deed with this form	
<input checked="" type="checkbox"/> You have entered the date the charge was created	
<input checked="" type="checkbox"/> You have supplied the description of the instrument	
<input checked="" type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input checked="" type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input checked="" type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input checked="" type="checkbox"/> You have signed the form	
<input checked="" type="checkbox"/> 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	

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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	<p>PENSION INSURANCE CORPORATION LIMITED, Company Number 05706720 Continuation Page No. 1 of 2</p> <p>Pursuant to Clause 5.2 of the Deed of Charge, the Chargor agreed to take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Secured Party by or pursuant to the Deed of Charge.</p> <p>Negative Pledge</p> <p>Pursuant to Clause 7.2 of the Deed of Charge, the Chargor agreed not create or extend or permit to arise or subsist any Security (other than any Security constituted by the Deed of Charge) over the whole or any part of the Charged Property, other than with the prior written consent of the Secured Party.</p> <p>Pursuant to Clause 7.3 of the Deed of Charge, the Chargor agreed not enter into any arrangement under which all or any of the Deposit Moneys or the benefit of the Fee Collateral Account may be applied, set-off or made subject to a combination of accounts or enter into any other preferential arrangement having a similar effect, other than with the prior written consent of the Secured Party</p> <p>Definitions used in this Form MG01</p> <p>"Charged Property" means the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Secured Party by or pursuant to the Deed of Charge</p> <p>"Combined Reinsurance Fee Present Value" has the meaning given to it in the Reinsurance Agreement</p> <p>"Deposit Moneys" means all moneys in any currency from time to time deposited in or standing to the credit of the Fee Collateral Account (including all moneys in any currency representing the renewal or replacement of or for any such deposits), all interest from time to time accrued or accruing on all such moneys, all or any moneys payable or repayable pursuant to such deposits or in respect of the Fee Collateral Account and in each case the debts represented thereby.</p> <p>"Expenses" means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Secured Party in protecting, preserving, defending or enforcing, or attempting to protect, preserve, defend or enforce, the security constituted by the Deed of Charge or in exercising, or attempting to exercise, any rights, powers or remedies provided by or pursuant to the Deed of Charge (including any right or power to make payments on behalf of the Chargor under the terms of the Deed of Charge) or by law in each case on a full indemnity basis.</p>	

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PENSION INSURANCE CORPORATION LIMITED, Company Number 05706720
Continuation Page No. 2 of 2

"Fee Collateral Account" means the interest bearing deposit account (Account number 01780935, sort code 30-00-02 and account designation "PIC/MRe BLITSE Fee Collateral A/C") opened in the name of the Chargor with the Fee Collateral Bank on or before the date of the Deed of Charge.

"Fee Collateral Bank" means Lloyds TSB Bank Plc acting through its branch at City Office PO Box 72, Bailey Drive, Gillingham Business Park, Kent, ME8 0LS

"Final Termination Value" has the meaning given to it in the Reinsurance Agreement

"Reinsurance Agreement" means the reinsurance agreement dated 10 July 2012 between the Chargor and the Secured Party

"Relevant Proportion" has the meaning given to it in the Reinsurance Agreement

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

"Termination Payment" has the meaning given to it in the Reinsurance Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5706720
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE OVER THE FEE
COLLATERAL ACCOUNT AND DEPOSIT MONEYS DATED 10
JULY 2012 AND CREATED BY PENSION INSURANCE
CORPORATION LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO MUNCHENER
RUCKVERSICHERUNGS-GESELLSCHAFT
AKTIENGESELLSCHAFT IN MUNCHEN 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 12
JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES