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In accordance with  
Section 860 of the  
Companies Act 2006

**MG01****Particulars of a mortgage or charge**
**iris**  
LASERFORM
**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 Sec  
company. To do this, please use  
form MG01s

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13/06/2011

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COMPANIES HOUSE

**1****Company details**

Company number 0 7 5 5 6 5 3 9

Company name in full Limited Life Assets Master Limited ("HoldCo")

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****Date of creation of charge**

Date of creation d0 d1 m0 m6 y2 y0 y1 y1

**3****Description**

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

Description Account Bank and Account Control Agreement dated 1 June 2011 made between Limited Life  
Assets Master Limited, Wilmington Trust FSB and Wilmington Trust (London) Limited as Borrower  
Security Trustee for the HoldCo Secured Parties (as defined in the Continuation Pages to Section 6  
of this Form MG01) (the "Account Bank and Account Control Agreement")

EX

**4****Amount secured**

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

Amount secured

The aggregate of all monies and any other liabilities, whether actual  
or contingent and whether owed as principal or surety which are due  
or owing at any time and from time to time by HoldCo to the HoldCo  
Secured Parties

(Capitalised terms not defined herein are defined in the Continuation  
Pages relating to Section 6)

**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 Wilmington Trust (London) Limited (the "Borrower Security Trustee")

Address Third Floor

1 King's Arms Yard

Postcode E C 2 R 7 A F

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 the 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

None

### 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

Signature

X *Morgan Lovells International 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 F2/JC/MPM/X0336 00069

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 UK

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 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://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

**Schedule to Form MG01: Account Bank and Account Control Agreement dated 1 June 2011 between Limited Life Assets Master Limited, Wilmington Trust FSB and Wilmington Trust (London) Limited**

**Part 1**

**Continuation to Section 5 of Form MG01 (Mortgagee(s) or person(s) entitled to the charge (if any))**

**Name** Wilmington Trust (London) Limited (its successors and permitted assigns and all other persons for the time being acting as Borrower Security Trustee pursuant to the HoldCo Deed of Charge)

**Address** Third Floor, 1 King's Arms Yard, London

**Postcode** EC2R 7AF

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**Particulars of a mortgage or charge**

**6 Short particulars of all the property mortgaged or charged**

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**Part 2**

**Continuation to Section 6 of Form MG01 (Short particulars of all the property mortgaged or charged)**

**Particulars of Charge**

**1 HoldCo Accounts**

HoldCo granted and pledged to the Borrower Security Trustee, for itself and on trust for the other HoldCo Secured Parties, to secure the payment or discharge of the HoldCo Secured Obligations, a security interest in all of the HoldCo Accounts whether governed by Article 9 of the UCC or other law, wherever located, whether owned at the date of creation of the charge or subsequently acquired or arising and all proceeds and products thereof including, without limitation, all investments made by the HoldCo Account Bank pursuant to Section 2(c) of the Account Bank and Account Control Agreement (collectively, the "Collateral")

**2 Subordination of Lien; Waiver of Set-Off; Etc**

In the event that the HoldCo Account Bank had at the date of creation of the charge or subsequently obtains, by agreement, by operation of law or otherwise, a security interest in the HoldCo Accounts or any funds or other items of value credited thereto including any HoldCo Account Collateral, the HoldCo Account Bank agreed that such security interest shall be subordinate to the security interest of the Borrower Security Trustee. Money and other items credited to the HoldCo Accounts will not be subject to deduction, set-off, banker's lien or any other right in favor of any person other than the Borrower Security Trustee, provided, that the HoldCo Account Bank may set off upon 5 days' prior written notice to HoldCo the face amount of any checks which have been credited to any HoldCo Account but are subsequently returned unpaid because of uncollected or insufficient funds

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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

#### Part 3 Definitions and Interpretation

In this Form MG01 the following expressions shall have the following meanings respectively set out below. In this Schedule, references to the singular include the plural and vice versa.

**"AssetCo"** means Limited Life Assets Services Limited, a company incorporated in England and Wales with registered number 7557001 and whose registered address is at 1 Jermyn Street, London SW1Y 4UH,

**"AssetCo Account Bank"** means Wilmington Trust FSB, a company incorporated in Maryland and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009,

**"AssetCo Account Bank and Account Control Agreement"** means the agreement dated on or about the Closing Date between AssetCo, the Borrower Security Trustee and the AssetCo Account Bank,

**"AssetCo Cash Management Agreement"** means the agreement dated on or about the Closing Date between AssetCo, the Borrower Security Trustee and the AssetCo Cash Manager,

**"AssetCo Cash Manager"** means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF, UK,

**"AssetCo Corporate Services Agreement"** means the corporate services agreement dated on or about 31 May 2011 between the AssetCo Corporate Services Provider and AssetCo,

**"AssetCo Corporate Services Provider"** means Wilmington Trust SP Services (London) Limited, a company incorporated in England and Wales, with registered number 2548079, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,

**"AssetCo Deed of Charge"** means a deed of charge dated on or about 1 June 2011 between AssetCo and the Borrower Security Trustee,

**"Bond Escrow Agreement"** means the bond escrow agreement dated on or about the Closing Date between, *inter alios*, the Escrow Agent and the Initial Bond Purchasers,

**"Bond Issuance Agreement"** means the bond issuance agreement dated on or about 31 May 2011 between the Issuer, the Initial Bond Purchasers and the Issuer Security Trustee,

**"Bonds"** means the US\$186,294,935 Secured Floating Rate Bonds due 2023 constituted by the Bond Issuance Agreement,

**"Calculation Agent"** means such person as may be appointed from time to time by the Issuer to act as calculation agent in respect of (among other things) the loan made to HoldCo pursuant to the Issuer HoldCo Loan Agreement and notified to (among others) HoldCo and the Borrower Security Trustee in accordance with the Issuer HoldCo Loan Agreement,

# 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

**"Calculation Agent Agreement"** means the letter agreement dated on or about the Closing Date between, *inter alios*, the Issuer and the Calculation Agent,

**"Closing Date"** means 1 June 2011,

**"Definitive Bonds"** means each definitive bearer bond issued or to be issued in definitive form in or substantially in the form set out in Part 1 of Schedule 4 (*Form of Definitive Bond*) of the Bond Issuance Agreement,

**"Escrow Agent"** means Wilmington Trust Company, a Delaware banking corporation whose registered office is at 1100 North Market Street, Wilmington, De 19890-1625, USA,

**"Facility"** means the term loan facility made available under the Issuer HoldCo Loan Agreement,

**"Finance Documents"** means the AssetCo Corporate Services Agreement, the HoldCo Corporate Services Agreement, the Issuer Corporate Services Agreement, the Issuer AssetCo Loan Agreement, the Issuer HoldCo Loan Agreement, the Bond Issuance Agreement, the Global Bonds, the Definitive Bonds, the Issuer Deed of Charge, the AssetCo Deed of Charge, the HoldCo Deed of Charge, the Issuer Account Bank and Account Control Agreement, the AssetCo Account Bank and Account Control Agreement, the Account Bank and Account Control Agreement, the Issuer Cash Management Agreement, the AssetCo Cash Management Agreement, the HoldCo Cash Management Agreement, the Calculation Agent Agreement and the Bond Escrow Agreement,

**"Global Bond"** means the bearer global bond representing the Bonds in or substantially the form set out in Schedule 3 (*Form of Global Bond*) of the Bond Issuance Agreement,

**"HoldCo Accounts"** means, collectively

Account reference 100081-000, LIMITED LIFE ASSETS MASTER LIMITED HoldCo Transaction Account (the **"HoldCo Transaction Account"**),

Account reference 100081-001, LIMITED LIFE ASSETS MASTER LIMITED HoldCo Premium Reserve Account (the **"HoldCo Premium Reserve Account"**), and

Account reference 100081-002, LIMITED LIFE ASSETS MASTER LIMITED HoldCo Expenses Reserve Account (the **"HoldCo Expenses Reserve Account"**)

**"HoldCo Account Collateral"** means the HoldCo Accounts (and the funds on deposit therein),

**"HoldCo Account Bank"** means Wilmington Trust FSB, a Federal Savings Bank whose office is at 300 Park Street, Ste 390, Birmingham, MI 48009, in its capacity as a "bank" as defined in Section 9-102 of the UCC,

**"HoldCo Cash Management Agreement"** means the HoldCo cash management agreement dated on or about 1 June 2011 between HoldCo, the Borrower Security Trustee and the HoldCo Cash Manager,



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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

**"HoldCo Cash Manager"** means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,

**"HoldCo Corporate Services Agreement"** means the corporate services agreement dated on or about 31 May 2011 between the HoldCo Corporate Services Provider and HoldCo,

**"HoldCo Corporate Services Provider"** means Wilmington Trust SP Services (London) Limited, a company incorporated in England and Wales, with registered number 2548079, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,

**"HoldCo Deed of Charge"** means the deed of charge dated on or about the Closing Date between HoldCo and the Borrower Security Trustee,

**"HoldCo Secured Obligations"** means the aggregate of all monies and any other liabilities, whether actual or contingent and whether owed as principal or surety which are due or owing at any time and from time to time by HoldCo to any HoldCo Secured Party under or pursuant to the Finance Documents except for any obligation which, if it were so included, would result in the relevant Finance Document contravening any applicable law,

**"HoldCo Secured Parties"** means the HoldCo Account Bank, the HoldCo Cash Manager, the Issuer and the Borrower Security Trustee

**"Initial Bond Purchasers"** means, together

- (a) Compass Special Situations Fund LLC a limited liability company incorporated in Delaware with filing number 3304129 and whose principal place of business is at 55 E 52nd Street, 26th Floor, New York, NY 10022, USA,
- (b) SSALT Fund Limited a company incorporated in Guernsey with registered number 49876 and whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL,
- (c) Compass COSS Master Limited a company incorporated in Guernsey with registered number 51514 and whose registered office is at Trafalgar Court, Les Banques, St Peter Port, Guernsey, Channel Islands GY1 3QL, and
- (d) Special Situations Investment Fund LP, a Delaware limited partnership with filing number 3807915 and whose principal place of business is at 55 E 52nd Street, 26th Floor, New York, NY 10022, USA,

**"Issuer"** means Limited Life Assets Issuance plc, a company incorporated in England and Wales with registered number 07576944 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,

**"Issuer Account Bank"** means Wilmington Trust FSB, a company incorporated in Maryland, USA and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009,

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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><b>"Issuer Account Bank and Account Control Agreement"</b> means the agreement dated on or about the Closing Date between the Issuer, the Issuer Security Trustee and the Issuer Account Bank,</p> <p><b>"Issuer AssetCo Loan Agreement"</b> means the Issuer AssetCo loan agreement dated on or about 31 May 2011 between, among others, AssetCo and the Borrower Security Trustee,</p> <p><b>"Issuer Cash Management Agreement"</b> means the agreement dated on or about the Closing Date between the Issuer, the Issuer Security Trustee and the Issuer Cash Manager,</p> <p><b>"Issuer Cash Manager"</b> means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p><b>"Issuer Corporate Services Agreement"</b> means the corporate services agreement dated on or about 31 May 2011 between the Issuer Corporate Services Provider and the Issuer,</p> <p><b>"Issuer Corporate Services Provider"</b> means Wilmington Trust SP Services (London) Limited, a company incorporated in England and Wales, with registered number 2548079, whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p><b>"Issuer Deed of Charge"</b> means the deed of charge dated on or about the Closing Date between the Issuer and the Issuer Security Trustee,</p> <p><b>"Issuer HoldCo Loan Agreement"</b> means the loan agreement dated on or about 31 May 2011 between the Issuer, HoldCo, the Borrower Security Trustee and the Issuer Security Trustee (as the same may be amended, restated, varied, supplemented and/or otherwise modified from time to time),</p> <p><b>"Issuer Security Trustee"</b> means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 5650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF, UK,</p> <p><b>"Loan"</b> means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan, and</p> <p><b>"UCC"</b> means the Uniform Commercial Code as in effect in the State of Delaware</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7556539  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT BANK AND ACCOUNT  
CONTROL AGREEMENT EXECUTED OUTSIDE THE UNITED  
KINGDOM OVER PROPERTY SITUATED THERE DATED 1 JUNE  
2011 AND CREATED BY LIMITED LIFE ASSETS MASTER  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE HOLDCO SECURED  
PARTIES 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  
13 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JUNE 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES