

224009/26

In accordance with
Section 860 of the
Companies Act 2006

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

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15/10/2011

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COMPANIES HOUSE

1 Company details		3 <small>For official use</small>	
Company number	0 7 5 5 7 0 0 1	→ Filling 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	Limited Life Assets Services Limited ("AssetCo")		
2 Date of creation of charge			
Date of creation	d 0 4 m 1 0 y 2 0 y 1 1		
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	Supplemental Deed of Charge dated 4 October 2011 made between AssetCo and Wilmington Trust (London) Limited, as Borrower Security Trustee for the AssetCo Secured Parties (as defined in the Continuation Pages to Section 6 of this Form MG01) (the "First Supplemental AssetCo Deed of Charge")		
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 AssetCo to the AssetCo Secured Parties (Capitalised terms not defined herein are defined in the Continuation Pages to Section 6 of this Form MG01)		
		Continuation page Please use a continuation page if you need to enter more details	

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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, London

Postcode E C 2 R 7 A F

Name

Address

Postcode

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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

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	

Commission allowance or discount

None

8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	

9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p><i>X Hogan Lovells International LLP X</i></p>	
	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 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 00078

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 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>Schedule to Form MG01. Supplemental Deed of Charge dated 4 October 2011 between Limited Life Assets Services Limited and Wilmington Trust (London) Limited</p> <p style="text-align: center;">Part 1</p> <p>Continuation to Section 5 of Form MG01 (Mortgagee(s) or person(s) entitled to the charge (if any))</p> <p>Name Wilmington Trust (London) Limited (its successors and permitted assigns and all other persons for the time being acting as the borrower security trustee pursuant to the AssetCo Deed of Charge for and on behalf of the AssetCo Secured Parties in accordance with the terms of the AssetCo Deed of Charge, the First Supplemental AssetCo Deed of Charge), and the Issuer AssetCo Loan Agreement</p> <p>Address Third Floor, 1 King's Arms Yard, London</p> <p>Postcode EC2R 7AF</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

Part 2

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

Particulars of Charge

1 AssetCo's covenant to pay

AssetCo has covenanted with and undertaken to the Borrower Security Trustee (for the Borrower Security Trustee's own account and as Borrower Security Trustee for the AssetCo Secured Parties) that it shall duly and punctually pay or discharge the AssetCo Secured Obligations in the manner and at the times provided in the Loan, the First Supplemental AssetCo Deed of Charge and the other Transaction Documents

2 Supplemental Security

2.1 Contractual and Other Rights

(a) AssetCo, by way of first fixed security for the payment or discharge of the AssetCo Secured Obligations, with full title guarantee (and subject to the release provisions of the AssetCo Deed of Charge, as such provisions are incorporated into the First Supplemental AssetCo Deed of Charge and without prejudice to the terms of the AssetCo Deed of Charge and all rights arising under or pursuant thereto), has assigned to and in favour of the Borrower Security Trustee, for itself and on trust for the other AssetCo Secured Parties, to the extent that the same have not been assigned by way of first fixed security pursuant to the AssetCo Deed of Charge, all its right, title, interest and benefit, present and future, in, to and under the following documents

- (i) the Portfolio Services Agreement,
- (ii) the AssetCo Cash Management Agreement,
- (iii) the Second Issue Asset Purchase Agreement,
- (iv) the Advisory Services Agreement, and
- (v) all other contracts, agreements, deeds and documents, to which AssetCo is or becomes a party and in respect of which its rights are assignable by way of security without the necessity of obtaining the prior consent of any party thereto,

(together the "**AssetCo Charged Documents**") including in each case all rights to receive and collect payment of amounts payable to AssetCo thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereto and the proceeds of any of the

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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

foregoing to hold the same unto the Borrower Security Trustee as security trustee for itself and the other AssetCo Secured Parties

- (b) Notwithstanding such assignments, AssetCo may continue to receive into the AssetCo Transaction Account all payments becoming due to AssetCo pursuant to the agreements assigned by it under the First Supplemental AssetCo Deed of Charge until receipt of express written notice from the Borrower Security Trustee or the Receiver requiring such payments to be made elsewhere, which notice shall not be given at any time prior to the service of an Loan Enforcement Notice

2.2 Priority

- (a) Any Security created in the future by AssetCo (except in favour of the Borrower Security Trustee) shall be expressed to be subject to the First Supplemental AssetCo Deed of Charge and shall rank in order of priority behind the charges and security created by or pursuant to the First Supplemental AssetCo Deed of Charge
- (b) For the avoidance of doubt, the Supplemental Security created under the First Supplemental AssetCo Deed of Charge shall rank subordinated to any Security created under the AssetCo Deed of Charge (except the floating charges created by the AssetCo Deed of Charge)

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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	<div data-bbox="853 461 936 490" data-label="Section-Header"> <h3>Part 3</h3> </div> <div data-bbox="702 528 1086 562" data-label="Section-Header"> <h4>Definitions and Interpretation</h4> </div> <p>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.</p> <p>"Advisory Services Agreement" means the advisory services agreement dated on or about 5 October 2011 between AssetCo and the Asset Advisor,</p> <p>"Asset Purchase Agreement" means the asset purchase agreement dated 12 March 2011 between AssetCo, HoldCo and the Seller,</p> <p>"AssetCo Account Bank" means Wilmington Trust, National Association as successor by merger to Wilmington Trust FSB, a company incorporated in Maryland, USA and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009. Wilmington Trust, National Association is a national banking association organised under the laws of the United States,</p> <p>"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,</p> <p>"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,</p> <p>"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,</p> <p>"AssetCo Corporate Services Agreement" means the corporate services agreement dated on or about 31 May 2011 between the AssetCo Corporate Services Provider and AssetCo,</p> <p>"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,</p> <p>"AssetCo Deed of Charge" means the deed of charge dated on or about the Closing Date between AssetCo and the Borrower Security Trustee,</p> <p>"AssetCo 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 AssetCo to any AssetCo 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,</p> <p>"AssetCo Secured Parties" means the AssetCo Account Bank, the AssetCo Cash Manager,</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 376 1023 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 472 874 506">the Issuer and the Borrower Security Trustee,</p> <p data-bbox="331 533 1473 757">"AssetCo Transaction Account" means the account in the name of AssetCo with account number 100080-00 held with the AssetCo Account Bank and maintained subject to the terms of the AssetCo Account Bank and Account Control Agreement, the AssetCo Cash Management Agreement and the AssetCo Deed of Charge, (all payments to such account to bear ABA number 031100092 and the reference "For Further Credit to Wilmington Trust FSB" by way of wire instructions) or any such other account as may, for the time being, be in place and designated as such,</p> <p data-bbox="331 790 1473 857">"Asset Advisor" means Cross River International, Inc., a New York corporation with its principal place of business at 800 Westchester Avenue, Ste 611N, Rye Brook, NY 10573,</p> <p data-bbox="331 891 1473 958">"Beneficial Interest Pledge Agreement" means the beneficial interest pledge agreement dated on or about 5 October 2011 between AssetCo and the Borrower Security Trustee,</p> <p data-bbox="331 992 1473 1059">"Bond Escrow Agreement" means the bond escrow agreement dated on or about the Closing Date between, <i>inter alios</i>, the Escrow Agent and the Bond Purchasers,</p> <p data-bbox="331 1093 1473 1160">"Bond Issuance Agreement" means the bond issuance agreement dated on or about 31 May 2011 between the Issuer, the Bond Purchasers and the Issuer Security Trustee,</p> <p data-bbox="331 1193 778 1227">"Bond Purchasers" means, together</p> <ul style="list-style-type: none"> <li data-bbox="419 1249 1473 1350">(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, <li data-bbox="419 1373 1473 1473">(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, <li data-bbox="419 1496 1473 1597">(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 <li data-bbox="419 1619 1473 1720">(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, <p data-bbox="331 1753 1473 2020">"Bondholders" means (i) the bearer of the Global Bond in accordance with and subject to its terms provided that for so long as the Global Bond is held by the Escrow Agent and the Bond Escrow Agreement remains in full force and effect, "Bondholders" shall mean each person who is for the time being shown in the records of the Escrow Agent as the holder of a particular Principal Amount Outstanding of the Bonds represented by the Global Bond, in which regard any certificate or other document issued by the Escrow Agent as to the Principal Amount Outstanding of the Bonds represented by the Global Bond standing to the account of any person shall be conclusive and binding for all purposes, and such person shall be treated by</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

the Issuer, the Issuer Cash Manager and all other persons as the holder of such Principal Amount Outstanding of the Bonds represented by the Global Bond for all purposes, other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, solely in the Escrow Agent as bearer of the Global Bond in accordance with and subject to its terms and (ii) in relation to any Definitive Bonds issued under the Conditions, the bearers of those Definitive Bonds, and related expressions shall be construed accordingly,

"Bondholder Representative" means the representative for the time being of Bondholders, as appointed and directed by the Bondholders and notified to AssetCo, the Issuer, the Borrower Security Trustee, the Issuer Security Trustee and the Escrow Agent. At the Closing Date the Bondholder Representative will be MIO Partners (EU) Limited of 1 Jermyn Street, London SW1Y 4UH,

"Bonds" means the Original Bonds and the Second Issue Bonds and references to the "Bonds" shall include the Global Bond and, when the circumstances so require, the Definitive Bonds,

"Calculation Agent" means such person as may be appointed from time to time by the Issuer to act as calculation agent in respect of the Loan and the Bonds and notified to AssetCo, HoldCo, the Borrower Security Trustee and the Issuer Security Trustee in accordance with clause 27 (*Notices and other communications*) of the Issuer AssetCo Loan Agreement. At the Closing Date, and until the Issuer appoints a replacement and/or additional person to perform such role (which person shall at all times be an entity other than the Borrower Security Trustee or the Issuer Security Trustee), the Calculation Agent will be MIO Partners Inc of 55 E 52nd Street, New York, NY 10055, USA,

"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,

"Conditions" means the terms and conditions of the Bonds set out in Schedule 2 (*Terms and Conditions of the Bonds*) to the Bond Issuance Agreement, as the same may have been amended, supplemented or otherwise replaced from time to time, and any reference to a numbered Condition is to the correspondingly numbered provision of those terms and conditions,

"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,

"Early Principal Payments" means the principal amount of any Bonds to be redeemed by way of a partial redemption pursuant to Condition 6.2 (*Mandatory redemption following optional prepayment by AssetCo or HoldCo under the Issuer AssetCo Loan Agreement or Issuer HoldCo Loan Agreement*) or 6.3 (*Mandatory redemption following mandatory prepayment or acceleration by AssetCo or HoldCo under the Issuer AssetCo Loan Agreement or Issuer HoldCo Loan Agreement*),

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"Encumbrance" means</p> <ul style="list-style-type: none"> (a) any mortgage, charge (whether fixed or floating), standard security, assignment, pledge, lien, hypothecation, assignment by way of security, trust or arrangement for the purpose of providing security or other encumbrance of any kind in any jurisdiction, (b) any blocked account or flawed asset arrangement which has the commercial effect of creating security for Financial Indebtedness, (c) any right of set-off in relation to Financial Indebtedness, whether it is created by agreement or by operation of law, and (d) any other proprietary interest created or arrangement entered into in relation to Financial Indebtedness which has the commercial effect of creating security for it, <p>"Escrow Agent" means Wilmington Trust Company, a Delaware Banking corporation whose registered office is at 1100 North Market Street, Wilmington, De 19890-1625, USA,</p> <p>"Facility" means the term loan facility made available under the Issuer AssetCo Loan Agreement,</p> <p>"Finance Documents" means the AssetCo Corporate Services Agreement, the HoldCo Corporate Services Agreement, the Issuer AssetCo Loan Agreement, the Issuer Corporate Services 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 HoldCo 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, the Bond Escrow Agreement, the Second Issue Finance Documents and any other document designated a Finance Document from time to time by the parties thereto,</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <ul style="list-style-type: none"> (a) moneys borrowed, (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent, (c) any amount raised pursuant to any bond purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease, (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis), 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 371 1023 405">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"> <li data-bbox="419 472 1474 533">(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, <li data-bbox="419 562 1474 689">(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account), <li data-bbox="419 719 1474 815">(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and <li data-bbox="419 844 1474 904">(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above, <p data-bbox="331 936 1474 1032">"First Supplemental Bond Issuance Agreement" means the supplemental bond issuance agreement dated 30 September 2011 between the Issuer, the Bond Purchasers and the Issuer Security Trustee,</p> <p data-bbox="331 1061 1474 1158">"First Supplemental Issuer AssetCo Loan Agreement" means the supplemental loan agreement dated 30 September 2011 between the Issuer, AssetCo, the Borrower Security Trustee and the Issuer Security Trustee,</p> <p data-bbox="331 1187 1474 1247">"First Supplemental Issuer Deed of Charge" means the supplemental deed of charge dated on or about the Second Closing Date between the Issuer and the Issuer Security Trustee,</p> <p data-bbox="331 1276 1474 1337">"GAAP" means either generally accepted accounting principles in the United Kingdom or International Financial Reporting Standards,</p> <p data-bbox="331 1366 1474 1462">"Global Bond" means the bearer global bond representing the Bonds in or substantially in the form set out in Schedule 3 (<i>Form of Global Bond</i>) of the Bond Issuance Agreement, as supplemented by the First Supplemental Bond Issuance Agreement,</p> <p data-bbox="331 1491 1474 1588">"HoldCo" means Limited Life Assets Master Limited a company incorporated in England and Wales with registered number 7556539 and whose registered address is at 1 Jermyn Street, London SW1Y 4UH,</p> <p data-bbox="331 1617 1474 1753">"HoldCo Account Bank" means Wilmington Trust, National Association as successor by merger to Wilmington Trust FSB, a company incorporated in Maryland and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009 Wilmington Trust, National Association is a national banking association organised under then laws of the United States,</p> <p data-bbox="331 1783 1474 1879">"HoldCo Account Bank and Account Control Agreement" means the agreement dated on or about the Closing Date between HoldCo, the Borrower Security Trustee and the HoldCo Account Bank,</p> <p data-bbox="331 1908 1474 1991">"HoldCo Cash Management Agreement" means the agreement dated on or about the Closing Date between HoldCo, the Borrower Security Trustee and the HoldCo Cash Manager,</p>

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Short particulars	<p>"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,</p> <p>"HoldCo Corporate Services Agreement" means the corporate services agreement dated on or about 31 May 2011 between the HoldCo Corporate Services Provider and HoldCo,</p> <p>"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,</p> <p>"HoldCo Deed of Charge" means the deed of charge dated on or about the Closing Date between HoldCo and the Borrower Security Trustee,</p> <p>"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,</p> <p>"Issuer Account Bank" means Wilmington Trust, National Association, as successor by merger to Wilmington Trust FSB, a company incorporated in Maryland and whose registered office is at 300 Park Street, Ste 390, Birmingham, MI 48009 Wilmington Trust, National Association, is a national banking association organised under the laws of the United States,</p> <p>"Issuer Account Bank and Account Control Agreement" means the agreement dated on or about the Closing Date between the Issuer, the Issuer Security Trustee and the Issuer Account Bank,</p> <p>"Issuer AssetCo Loan Agreement" means the loan agreement dated on or about 31 May 2011 between the Issuer, AssetCo, the Borrower Security Trustee and the Issuer Security Trustee,</p> <p>"Issuer Cash Management Agreement" means the agreement dated the Closing Date between the Issuer, the Issuer Security Trustee and the Issuer Cash Manager,</p> <p>"Issuer 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,</p> <p>"Issuer Charged Property" means all assets, rights and undertakings whatsoever, present and future, for the time being held as security (whether fixed or floating) for the Issuer Secured Obligations under or pursuant to the Issuer Deed of Charge,</p> <p>"Issuer Corporate Services Agreement" means the corporate services agreement dated on or about 31 May 2011 between the Issuer Corporate Services Provider and the Issuer,</p> <p>"Issuer 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,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	<p data-bbox="328 371 1023 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="328 501 1469 568">"Issuer Deed of Charge" means the deed of charge dated on or about the Closing Date between the Issuer and the Issuer Security Trustee,</p> <p data-bbox="328 602 1469 669">"Issuer HoldCo Loan Agreement" means the loan agreement dated on or about 31 May 2011 between the Issuer, HoldCo, the Borrower Security Trustee and the Issuer Security Trustee,</p> <p data-bbox="328 703 1469 860">"Issuer 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 the Issuer to any Issuer Secured Party under or pursuant to the Transaction Documents except for any obligation which, if it were so included, would result in the relevant Transaction Document contravening any applicable law,</p> <p data-bbox="328 893 1469 994">"Issuer Security Trustee" means Wilmington Trust (London) Limited, a company incorporated in England and Wales with registered number 05650152 and whose registered office is at Third Floor, 1 King's Arms Yard, London EC2R 7AF,</p> <p data-bbox="328 1028 1469 1095">"Loan" means the loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan,</p> <p data-bbox="328 1128 1469 1252">"Loan Enforcement Notice" means a notice of enforcement declaring that the Borrower Security Trustee's rights under the AssetCo Deed of Charge have become enforceable, served by the Borrower Security Trustee on AssetCo under clause 10 (<i>Post-enforcement</i>) of the AssetCo Deed of Charge,</p> <p data-bbox="328 1285 1469 1442">"Master Amendment Deed" means the master amendment deed dated on or about 30 September 2011 between the Issuer, AssetCo, HoldCo, the Original Shareholders (in their capacity as "Beneficial Bondholders" and "Beneficial Shareholders"), the Bondholder Representative, the Issuer Security Trustee, the Borrower Security Trustee, the Issuer Cash Manager, the AssetCo Cash Manager and the HoldCo Cash Manager,</p> <p data-bbox="328 1476 1469 1543">"Original Bonds" means the US\$186,294,935 Secured Floating Rate Bonds due 2023 which were issued pursuant to and constituted by the Bond Issuance Agreement,</p> <p data-bbox="328 1576 836 1610">"Original Shareholders" means, together</p> <ul style="list-style-type: none"> <li data-bbox="421 1621 1469 1733">(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, <li data-bbox="421 1756 1469 1856">(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, <li data-bbox="421 1879 1469 1980">(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 <li data-bbox="421 2002 1469 2036">(d) Special Situations Investment Fund LP, a Delaware limited partnership with 	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 367 1023 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="512 465 1471 528">filing number 3807915 and whose principal place of business is at 55 E 52nd Street, 26th Floor, New York, NY 10022, USA,</p> <p data-bbox="331 560 1471 622">"Portfolio Services Agreement" means the portfolio services agreement dated on or about the Closing Date to be entered into between, <i>inter alios</i>, AssetCo, HoldCo and the Servicer,</p> <p data-bbox="331 654 1471 846">"Principal Amount Outstanding" of a Bond on any date shall be its original principal amount less the aggregate amount of all Early Principal Payments in respect of such Bond which have become due and payable since the Closing Date provided that each amount of Early Principal Payments payable to the Bondholders shall be deducted only if such amount has been paid to the Bondholders or has been paid to the Escrow Agent and remains available for payment to the Bondholders,</p> <p data-bbox="331 878 1471 972">"Purchaser Securities Account Control Agreement" means the purchaser account control agreement dated on or about the Closing Date between, <i>inter alios</i>, AssetCo, HoldCo and the Securities Intermediary,</p> <p data-bbox="331 1003 1471 1133">"Receiver" means any person or persons appointed (and any additional person or person appointed or substituted) as an administrative receiver, receiver, manager or receiver and manager of the Issuer Charged Property by the Issuer Security Trustee pursuant to the Issuer Deed of Charge,</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7557001
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF
CHARGE DATED 4 OCTOBER 2011 AND CREATED BY LIMITED
LIFE ASSETS SERVICES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
ASSETCO SECURED PARTIES ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 OCTOBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 OCTOBER
2011

Op



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES