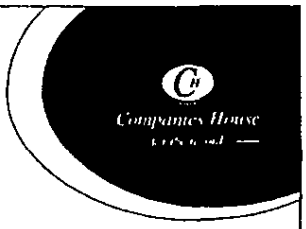
000 628/10

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 fo**
You cannot use this form t particulars of a charge for company To do this, pleas form MG01s

SATURDAY

AQG0IYZV
A15 05/11/2011 300
COMPANIES HOUSE

1 Company details

For official use 1116

Company number: 01011674

Company name in full: SUFFOLK LIFE ANNUITIES LIMITED (the "Mortgagor")

→ **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: d 2 1 m 1 0 y 2 0 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: Mortgage Deed ("the Mortgage") to secure own liabilities (NB no floating charge)

4 Amount secured

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

Amount secured:

(a) All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Bank which then were or at any time thereafter might be due, owing or incurred by the Mortgagor to the Bank anywhere or for which the Mortgagor might be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),

(continued)

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

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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	Lloyds TSB Bank plc Birmingham Securities Centre
Address	Dept: 7303 PO Box 6000 125 Colmore Row
	Birmingham (the "Bank")
Postcode	B3 3SF
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

1 (a) By way of legal mortgage with full title guarantee the property specified in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations (as defined in the Mortgage),

(b) By way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations with full title guarantee any fixed plant and machinery from time to time on any such property as is referred to in 1(a) above and which is not included within the charge in 1 (a) above, and

(c) (where any property referred to in 1(a) above is leasehold) by way of fixed charge with full title guarantee as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto

2 By way of assignment with full title guarantee all amounts then or thereafter owing to the Mortgagor by way of

(a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the property, assets, rights and interests charged by 1 above (the "Mortgaged Property"),

(b) licence fee by any licensee (whether present or future) of the Mortgaged Property,

(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property,

(continued)

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 Lindsey Mc[illegible] 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
MARK BEAUMONT

Company name
LINDLEYS SOLICITORS

Address
11 GREAT GEORGE STREET

Post town
BRISTOL

County/Region

Postcode
B S 1 5 R R

Country

DX
122802 BRISTOL GREAT GEORGE STREET

Telephone
0117 373 1043

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

4 Amount secured

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

Amount secured

(b) Interest on all such money and liabilities to the date of payment at such rate or rates as might from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,

(c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (including any acts necessary to release the Mortgaged Assets (as defined in the Mortgage) from the security) or in preserving, defending or enforcing the security thereby created on a full and unqualified indemnity basis,

(d) Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage Such fees shall be payable at such rate as may be specified by the Bank, and

(e) All other money and liabilities expressed to be secured under the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(d) rent deposit and purchase deposit, and

(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,

and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations

3 By way of assignment with full title guarantee the goodwill of the business (if any) at the time or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences (as defined in the Mortgage) to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property ("Mortgaged Licences") (if any) and also the full right to recover and receive all compensation which might at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations

4 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property subject to re-assignment upon payment of all the Secured Obligations

5 Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the Mortgagor with full title guarantee charges by way of fixed charge the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called "the Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and

6 By way of assignment with full title guarantee the Intellectual Property Rights (as defined within the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

NOTE

(A) By sub-clause 5 1 of the Mortgage, the Mortgagor shall not without the prior written consent of the Bank

(i) sell, assign, license, sub-license or otherwise dispose of or deal in any other way with the Mortgaged Assets subject as provided in clause 5 5(a) of the Mortgage,

(continued)

In accordance with Section 860 of the Companies Act 2006

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

(ii) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever over all or any part of the Mortgaged Assets or over all the stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment which were or from time to time are placed on or used in or about (but not forming part of) the Mortgaged Property ("Chattels") (other than prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage (the "Prior Mortgage(s)") and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence), or

(iii) enter into any contractual or other agreement or arrangement which has or might have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by NOTE (A)(ii) above

(B) By sub-clause 5 5 the Mortgagor covenanted that it would pay into its account or accounts with the Bank the rents, fees, service charges, sums, deposits or other amounts referred to 2 above and the proceeds thereof provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in 2 above and such proceeds pursuant to the assignment contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession

(C) By sub -clause 5 5 the Mortgagor declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank

THE SCHEDULE
THE MORTGAGED PROPERTY

The property known as or being

5 ASHTON DRIVE
BEDMINSTER
BRISTOL
BS3 2PN

The property is Freehold √ [ ] Leasehold √ [✓]

Including the entirety of the property comprised in the document(s) particulars of which are set out below

(continued)

In accordance with Section 860 of the Companies Act 2006

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

Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties

Title No(s)	Administrative Area
GR1089	BRISTOL

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1011674
CHARGE NO. 1166

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEED DATED 21 OCTOBER 2011 AND CREATED BY SUFFOLK LIFE ANNUITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 NOVEMBER 2011

0X

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES