

104003/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form This scanned and placed on the public record **Do not send the original.**

MONDAY



A42ASHEY

A20

02/03/2015

#30

COMPANIES HOUSE

1 Company details

Company number 0 0 0 0 2 0 6 5

Company name in full LLOYDS BANK PLC

44 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 Charge creation date

Charge creation date 2 0 0 2 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name AVIVA INSURANCE LIMITED AS SECURED PARTY

Name

Name


Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
Brief description			
5	Other charge or fixed security	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ①	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge</p>	
Signature			

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name SANDEEP KAUR

Company name DLA Piper UK LLP

Address 3 Noble Street

London

Post town

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111

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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 2065

Charge code: 0000 2065 0044

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2015 and created by LLOYDS BANK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2015

11/4

Given at Companies House, Cardiff on 10th March 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



I CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006
THIS IS A TRUE COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE 26 FEBRUARY 2015

SIGNED DLA PIPER UK LLP
DLA PIPER UK LLP

EXECUTION VERSION

DATED

20 February 2015

(1) LLOYDS BANK PLC
as Chargor

(2) AVIVA INSURANCE LIMITED
as Secured party

SECURITY DEED

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	5
3	CREATION OF SECURITY	6
4	FURTHER ASSURANCES	8
5	GENERAL COVENANTS	8
6	ENFORCEMENT OF SECURITY	9
7	RECEIVER	12
8	POWERS OF RECEIVER	13
9	LIABILITY OF RECEIVERS AND SECURED PARTY	14
10	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS - GENERAL	15
11	VOTING RIGHTS AND DIVIDENDS	16
12	APPLICATION OF PROCEEDS	17
13	NO LIABILITY	17
14	MISCELLANEOUS	18
15	REINSTATEMENT	18
16	NOTICES	18
17	LANGUAGE	19
18	ASSIGNMENT	19
19	SEVERABILITY	19
20	COUNTERPARTS	19
21	GOVERNING LAW	19
22	JURISDICTION	19
	SCHEDULE 1 DETAILS OF ACCOUNTS	20
	SIGNATORIES	21

THIS DEED is made on

20 February 2015

BETWEEN

- (1) **LLOYDS BANK PLC**, a company incorporated in England and Wales with registered number 00002065 whose registered office is at 25 Gresham Street, London EC2V 7HN (the "**Chargor**"), and
- (2) **AVIVA INSURANCE LIMITED** a company registered in Scotland under no 2116 and having its registered office at Pitheavlis, Perth PH2 0NH (the "**Secured Party**")

BACKGROUND

- A The Chargor enters into this Deed in connection with the Syndicated Letter of Credit (as defined below)
- B It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed

"**Accounts**" means the Securities Account and the Cash Account,

"**Act**" means the Law of Property Act 1925

"**Affiliate**" means, in relation to any party any Subsidiary or Parent Undertaking of that party and any Subsidiary of any such Parent Undertaking in each case for the time being,

"**Applicable Claim**" means a right or claim which the Chargor has or may have under or in connection with the Control and Custody Agreement in respect of any act, error or omission by, or on behalf of, the Custodian or any relevant depositary, sub-custodian or other relevant person which act, error or omission directly or indirectly results in or contributes to the value of the Custody Assets on the relevant date of valuation being less than the value of the Custody Assets that would have been in the Accounts, but for such act, error or omission, and '**Applicable Claims**' shall be construed accordingly

"**Assigned Rights**" means all rights relating to the Custody Assets which the Chargor may have now or in the future against the Custodian, any sub-custodian or any third party, including but not limited to any right to delivery of a security of the appropriate description which arises in connection with (a) any Custody Assets being transferred to a clearance system or financial intermediary or (b) any interest in or to any Custody Assets being acquired while those Custody Assets are in a clearance system or held through a financial intermediary

"**Business Day**" means any day (other than a Saturday or Sunday) on which banks are generally open for business in England and Wales,

"Cash Account" means all of the Chargor's right, title and interest from time to time in and to the cash account specified in schedule 1 (or as redesignated or renumbered from time to time, or such other substituted or additional accounts as may be established from time to time with the consent of the Secured Party) held in the name of the Chargor with the Custodian pursuant to the Control and Custody Agreement, which is either (i) the cash account specified in schedule 1, (ii) each other cash account held with the Custodian under the terms of the Control and Custody Agreement, unless otherwise agreed by the Secured Party, (iii) a Temporary Custody Account which is also a cash account or (iv) a Replacement Custody Account which is also a cash account, in each case including any sub-accounts thereof from time to time, and together with all sums deposited therein or standing to the credit thereof (including any renewed or substituted deposits),

"Collateral Cash" means the debt owed by the Custodian or any of its Delegates to the Chargor represented by the credit balance from time to time on each Cash Account,

"Collateral Securities" means the Securities from time to time recorded in and represented by the Securities Accounts together with all rights relating to any of those Securities (to the extent there are any) which are deposited with, or registered in the name of, any depositary, sub-custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person),

"Control and Custody Agreement" means the control and custody agreement made between the Chargor, the Secured Party, Aviva plc and the Custodian on the date of this Deed in respect of the Accounts, or any equivalent agreement made between the Chargor, the Secured Party and a Replacement Custodian in each case as the same may be amended varied or restated from time to time,

"Collateral Management Agreement" means the collateral management agreement made between Citibank N A - London Branch, HSBC France S A, Lloyds Bank plc, The Royal Bank of Scotland plc and the Secured Party on the date of this Deed, as the same may be amended varied or restated from time to time,

"Custodian" means JPMorgan Chase Bank N A, London Branch, or such other person as may from time to time be appointed as custodian in accordance with this Deed,

"Custody Assets" means any and all property held for or to the order of the Chargor by the Custodian or any of its Delegates (in each case pursuant to the Control and Custody Agreement) in the Accounts including, without limitation (a) the Collateral Securities, (b) the Collateral Cash and (c) the Related Rights,

"Delegate" means any delegate, sub-delegate agent attorney or co-trustee appointed by the Custodian or by a Receiver (as the context so requires),

"Eligible Collateral" has the meaning given thereto in the Collateral Management Agreement,

"Encumbrance" means

- (a) a mortgage, charge, pledge lien assignment or other encumbrance securing any obligation of any person

- (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or
- (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect,

"Enforcement Event" means the occurrence of a failure by the Chargor to pay the Secured Liabilities when the same become due and payable,

"Facility Agreement" means the facility agreement entered into between Aviva PLC Citibank N A , London Branch, HSBC Finance S A Lloyds Bank plc, the Royal Bank of Scotland plc, and HSBC Bank plc (as Agent and Issuing Agent, as defined therein) dated 20 February 2015,

"Investments" means the Collateral Securities and all Related Rights,

"Parent Undertaking" means a parent undertaking within the meaning of section 1162 (and schedule 7) of the Companies Act 2006,

"Party" means a party to this Deed,

"Permitted Encumbrance" means any Encumbrance

- (a) created by this Deed or otherwise created by a Secured Party, or
- (b) permitted under the Control and Custody Agreement,

"Receiver" means a receiver and manager or a receiver, in each case, appointed under this Deed

"Related Rights" means

- (a) any dividend, interest or other distribution paid or payable in relation to any Collateral Securities, and
- (b) any right, money or property accruing or offered at any time in relation to any Collateral Securities by way of redemption substitution exchange bonus or preference, under option rights or otherwise,

"Secured Liabilities" means all present and future payment obligations and liabilities (whether actual or contingent) of the Chargor to the Secured Party under the Syndicated Letter of Credit,

"Securities Account" means all of the Chargor's right, title and interest from time to time in and to the securities account maintained by or on behalf of the Custodian for the account of the Chargor under the Control and Custody Agreement which is either (i) the securities account specified in schedule 1 (ii) each other securities account held with the Custodian under the terms of the Control and Custody Agreement unless otherwise agreed by the Secured Party (iii) a Temporary Custody Account which is also a securities account or (iv) a Replacement Custody Account which is also a securities account, in each case including any sub-accounts thereof from time to time

"Securities" means any shares, stocks, bonds, securities, convertible securities warrants or other similar property and investments (including evidence of securities or title thereto and all rights in respect thereof) as defined in schedule 2 part II to the Financial Services and Markets Act 2000,

"Security" means any Encumbrance created, evidenced or conferred by or under this Deed,

"Security Assets" means the assets which from time to time are, or are expressed to be, the subject of the Security Interests or any part of those assets,

"Security Interests" means all or any of the Security created or expressed to be created in favour of the Secured Party by or pursuant to this Deed,

"Sterling" and **"£"** means the lawful currency for the time being of the United Kingdom,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006, but for the purposes of section 1159(1) of that Act a company shall not be treated as a member of another company if any shares in that other company are registered in the name of (i) a person by way of security (where the company has provided the security), or (ii) a person or nominee for the company,

"Syndicated Letter of Credit" means the irrevocable standby letter of credit (Issuing Agent reference number 18672) to be issued on or about 23 February 2015 to Aviva Insurance Limited on a several basis by Citibank, N A , London Branch, HSBC France S A , Lloyds Bank plc and The Royal Bank of Scotland plc, and

"Temporary Custody Account" has the meaning given to it in the Collateral Management Agreement

1.2 Interpretation

- (a) Words and expressions not otherwise defined in this Deed shall be construed in accordance with the Syndicated Letter of Credit
- (b) References to the Secured Party the Chargor and the Custodian include their respective successors and permitted assigns (as the case may be)
- (c) In this Deed, unless the context otherwise requires
 - (i) references to a person shall include any body corporate or unincorporate,
 - (ii) words denoting the singular shall include the plural and vice versa,
 - (iii) words denoting a gender shall include the other gender and the neuter and neuter references shall include all genders
 - (iv) references to clauses, paragraphs and schedules are references to clauses and paragraphs of, and schedules to this Deed
 - (v) any reference to enactment or provision of any enactment shall include a reference to any order ordinance or regulation made under it and any such reference shall be construed as a reference to such enactment or provision of any enactment order, ordinance or regulation as amended, modified, extended, consolidated, re-enacted or replaced from time to time,

- (vi) "**Secured Liabilities**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the relevant Chargor,
- (vii) "**including**" or "**includes**" means including or includes without limitations, and
- (viii) an Enforcement Event shall be "**continuing**" if it has not been remedied or waived
- (d) A reference to the Syndicated Letter of Credit the Collateral Management Agreement, the Control and Custody Agreement, this Deed or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to the Syndicated Letter of Credit, the Collateral Management Agreement, the Control and Custody Agreement this Deed or such other document, including any amendment providing for any increase in the amount of the Total L/C Amount (as defined in the Syndicated Letter of Credit)
- (e) A reference to the Syndicated Letter of Credit shall include any Replacement Letter of Credit
- (f) Any covenant of the Chargor under this Deed is given for the benefit of the Secured Party
- (g) Clause headings and the index are inserted for convenience only and shall not affect the construction of this Deed
- (h) A person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise
- (i) Unless the context otherwise requires, a reference to a Security Asset includes
 - (i) any part of that Security Asset and
 - (ii) the proceeds of that Security Asset

2 COVENANT TO PAY

- (a) The Chargor covenants in favour of the Secured Party that it will pay and discharge the Secured Liabilities from time to time when they fall due
- (b) Every payment by the Chargor of a Secured Liability which is made for the benefit of the Secured Party shall operate in satisfaction to the same extent of the covenant contained in clause 2(a)
- (c) Without prejudice to the Secured Party's rights under the Syndicated Letter of Credit the recourse of the Secured Party against the Chargor in respect of the Secured Liabilities is limited to the rights of enforcement and recovery against the Security Assets and accordingly the Secured Party agrees that the total amount recoverable against the Chargor under this Deed shall be limited to the proceeds received by the Secured Party realising the Security Assets in accordance with this Deed

3. CREATION OF SECURITY

3.1 General

All the Security

- (a) is created in favour of the Secured Party,
- (b) is created over the present and future Security Assets of the Chargor,
- (c) is continuing security for the payment discharge and performance of all the Secured Liabilities, and
- (d) is made by the Chargor in respect of the Security Assets with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act, 1994

3.2 Fixed Security

- (a) The Chargor charges by way of first fixed charge over all of its rights, title and interest in and to
 - (i) the Collateral Securities, all Related Rights and the Securities Account,
 - (ii) the Collateral Cash and the Cash Account, and
 - (iii) any other securities or assets of any kind held in the Securities Account from time to time
- (b) Without prejudice to clause 3.2(a), if the charge created by this Deed is recategorised as a floating charge
 - (i) if (A) an Enforcement Event is continuing, or (B) the Secured Party (acting reasonably) considers any Security Assets to be in danger of being seized or sold under any form of distress attachment execution or other legal process or to be otherwise in jeopardy, the Secured Party may by notice to the Chargor convert the charge created by clause 3.2(a) into a fixed charge as regards any of the Chargor's Security Assets that are subject to that floating charge and specified in the notice,
 - (ii) such floating charge shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge
 - (A) in relation to any Security Asset which is subject to a floating charge if
 - (1) the Chargor creates (or attempts or purports to create) any Encumbrance on or over the relevant Security Asset without the prior written consent of the Secured Party, or
 - (2) any third party levies or attempts to levy any distress execution attachment or other legal process against any such Security Asset and

- (B) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Secured Party receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986), and
- (iii) the giving of a notice by the Secured Party pursuant to clause 3.2(b)(i) in relation to any class of Custody Assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Secured Party to serve similar notices in respect of any other class of assets or of any other right of the Secured Party
- (c) If, at any time, title to any other Eligible Collateral belonging to or for the account of the Chargor is transferred to or any other security is deposited with, the Custodian in the Accounts by or for the account of the Chargor under the Control and Custody Agreement, any such property or other certificate shall, without further notice or agreement, become subject to the provisions of this Deed

3.3 Assignment

The Chargor assigns, with full title guarantee, to the Secured Party by way of security for the payment, discharge and performance of all the Secured Liabilities (subject to the right of reassignment on redemption) the Assigned Rights (including the Applicable Claims)

3.4 Restriction on Withdrawals and Opening of New Accounts

The Chargor may not at any time

- (a) withdraw any securities or cash standing to the credit of the Accounts, save as permitted or required by the Collateral Management Agreement or the Control and Custody Agreement,
- (b) open or create any account under the Control and Custody Agreement other than the Accounts without the Secured Party's prior written consent

3.5 Continuing and Additional Security

The Security will remain in full force and effect by way of continuing security and will not be affected in any way by any full or partial settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or other matter or thing whatsoever and will be in addition to any other security guarantee or indemnity now or hereafter held by the Secured Party in respect of the Secured Liabilities

3.6 Release on payment or discharge

Upon the irrevocable and unconditional payment or discharge of the Secured Liabilities to the satisfaction of the Secured Party, the Secured Party will, at the request and cost of the Chargor, release, discharge or reassign (as appropriate) the Security Interests from the Security Assets without recourse to, or any representation or warranty by, the Secured Party or any of its nominees

3.7 Immediate Recourse

The Secured Party need not, before exercising any of the rights, title, benefit and interest conferred upon it by this Deed or by law, (i) take action or obtain judgment against the

Chargor or any other person in any court, (ii) make or file any claim or proof in the liquidation of the Chargor or any other person or (iii) (save for any requirements under this Deed to serve notice on the Chargor) enforce or seek to enforce the recovery of the moneys and liabilities hereby secured or enforce or seek to enforce any other security interest or guarantee

3.8 Immediate Effect

The grant of Security in clauses 3.2 (*Creation of Fixed Security*) and 3.3 (*Assignment*) constitutes and effects an immediate and full grant of security over the Security Assets and shall be effective immediately upon its execution

3.9 No Dealing

The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of the Security Assets or any of them, except with the prior written consent of the Secured Party or as otherwise permitted under this Deed

4 FURTHER ASSURANCES

The Chargor must take whatever action the Secured Party or a Receiver may reasonably require for

- (a) creating, perfecting or protecting the Security intended to be created by or pursuant to this Deed,
- (b) facilitating the realisation, after the occurrence of an Enforcement Event which is continuing, of the Security Assets or
- (c) facilitating the exercise of any right, power or discretion exercisable by the Secured Party or any Receiver or any of them or any of their Delegates in respect of the Security Assets

5 GENERAL COVENANTS

5.1 Authorisations

The Chargor undertakes that it shall, at all times promptly obtain, comply with and do all that is reasonably necessary to maintain in full force and effect any authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to create the Security, and to perform its obligations under this Deed and (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar rights affecting creditors' rights generally and subject to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)) to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed and the Security

5.2 Compliance with Laws

The Chargor undertakes that it shall comply in all material respects with all laws and regulations to which it may be subject if failure so to comply would materially impair (a) the Security created under or evidenced by this Deed or (b) its ability to perform its obligations under this Deed

5.3 Security Assets

The Chargor undertakes that it shall not do, or suffer to be done (other than in respect of facts or circumstances beyond the control of the Chargor), anything which is reasonably likely to depreciate, impair or prejudice any of the Security created under this Deed, or the ranking of the Security (in each case except to the extent required by law, regulation or any applicable regulatory or supervisory authority)

6 ENFORCEMENT OF SECURITY

6.1 General

- (a) This Security will become immediately enforceable upon the occurrence of an Enforcement Event and shall remain so for so long as such Enforcement Event is continuing
- (b) After this Security has become enforceable the Secured Party may in its absolute discretion enforce all or any part of the Security in any manner it sees fit
- (c) If the Chargor satisfies the Secured Party that an Enforcement Event resulted solely from administrative or technical error (whether by the Chargor or a bank involved in transferring funds) and the Enforcement Event is remedied within 5 Business Days of the date on which the Chargor became aware of it, the relevant Enforcement Event will be deemed not to have occurred
- (d) The power of sale and any other powers conferred on a mortgagee by law (including under Section 101 of the Act) as amended by this Deed will be immediately exercisable upon and at any time after the occurrence of an Enforcement Event and for so long as such Enforcement Event is continuing
- (e) For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Any restriction imposed by law on the power of sale (including under Section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under Section 93 of the Act) does not apply to this Security

6.2 Power of Appropriation

- (a) To the extent that this Deed and the obligations of the Chargor hereunder constitute a **"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 **"Financial Collateral Regulations"**)), the Secured Party shall have the right, at any time after the Security Interests have become enforceable (in addition to the rights set out elsewhere in this Deed) to appropriate any Security Asset which constitutes **"financial collateral"** (as defined in the Financial Collateral Regulations (**"Financial Collateral"**)) in such manner as it sees fit in or towards satisfaction of the Secured Liabilities in accordance with the Financial Collateral Regulations. No Party will assert or claim that this Deed does not constitute a **"security financial collateral arrangement"** as aforesaid
- (b) If the Secured Party is required to value any equivalent financial collateral or Financial Collateral for the purpose of paragraph 6.2(a) above the value shall be
 - (i) in the case of cash its face value at the time of appropriation, and

- (ii) in the case of financial instruments or other Financial Collateral, their market value at the time of appropriation as determined by the Secured Party by reference to the Gilt Edged Market Makers Association (GEMMA) reference price published by the United Kingdom Debt Management Office or, if such method of valuation is not available, such other process as the Secured Party may acting reasonably select including an independent arm's length valuation carried out by an independent investment bank, firm of accountants or other valuers appointed by the Secured Party,

as converted where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation or set-off selected by the Secured Party. The Parties agree that the methods of valuation set out in this paragraph (b) are commercially reasonable for the purpose of the Financial Collateral Regulations.

- (c) The Chargee authorises the Secured Party following an Enforcement Event which is continuing to transfer any Security Asset which constitutes Financial Collateral in accordance with the Financial Collateral Regulations, and any such Security Asset shall pass from the Chargee to the Secured Party by way of outright title transfer, free and clear of any liens, claims, charges or encumbrances or any other interest of any Chargee or any third party. The Secured Party shall, accordingly, have the right to deal with, lend, dispose of, pledge, charge or otherwise use any Security Asset which constitutes Financial Collateral.

6.3 Possession

The Secured Party (or the Receiver) may at any time while the Security is enforceable enter upon, take immediate possession of, get in and collect all or any of the Security Assets.

6.4 No liability as mortgagee in possession

Neither the Secured Party nor any Receiver will be liable by reason of entering into possession of a Security Asset to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable except if (in the case of the Secured Party) it results from its negligence, fraud, wilful default or breach of this Deed.

6.5 Privileges

Each Receiver and the Secured Party is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act), except that Section 103 of the Act does not apply. Such rights, powers and immunities (to the extent that they would otherwise remove or reduce the obligations or liability of the Secured Party) do not apply to the extent of its negligence, fraud, wilful default or breach of this Deed.

6.6 Applying Collateral Cash

The Secured Party may at any time while the Security is enforceable require the Custodian or any of its respective Delegates to pay the Collateral Cash to the Secured Party or as the Secured Party may direct and the Secured Party may apply all or any part of such Collateral Cash against all or any part of the Secured Liabilities.

6.7 Power of Sale

The Secured Party (or the Receiver) may at any time while the Security is enforceable sell or otherwise realise all or any of the Security Assets in such manner, at such time or times and to such person or persons as the Secured Party in its absolute discretion thinks fit and to apply the proceeds of sale in accordance with clause 12 (*Application of Proceeds*)

6.8 Redemption of Collateral Securities

The Secured Party may at any time at which the Security is enforceable redeem such numbers of Collateral Securities held pursuant to the Control and Custody Agreement as may be specified by the Secured Party and pay the proceeds of such redemptions to the Secured Party upon receipt thereof

6.9 Protection of third parties

No person dealing with the Secured Party or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Secured Party or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Secured Liabilities or
- (d) how any money paid to the Secured Party or to that Receiver is to be applied

6.10 Redemption of prior mortgages

- (a) For so long as this Security is enforceable, the Secured Party may
 - (i) redeem any prior Encumbrance against any Security Asset
 - (ii) procure the transfer of that Encumbrance to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of demonstrable error, conclusive and binding on the Chargor
- (b) The Chargor must pay to the Secured Party, within three Business Days of demand the reasonable costs and expenses properly incurred by the Secured Party in connection with any such redemption and/or transfer including the payment of any principal or interest in relation to it

6.11 Compromise and Settle Claims

The Secured Party or the Receiver may at any time while the Security is enforceable settle, adjust, refer to arbitration, compromise or arrange any claims, accounts, disputes, questions or demands relating in any way to the Security Assets in each case as it sees fit

6.12 Legal Actions

The Secured Party or the Receiver may at any time while the Security is enforceable bring, prosecute, enforce, defend or abandon actions, suits and proceedings in relation to the Security Assets as it sees fit.

6.13 Set-Off Balances

The Secured Party or the Receiver may (but shall not be obliged to) upon the occurrence of an Enforcement Event which is continuing without restriction and without notice to the Chargor, regardless of the place of payment and without prejudice to any of its other rights, set-off or otherwise apply any Secured Liabilities that are matured and owing at the relevant time against any obligation owed by the Secured Party or the Receiver to the Chargor under this Deed, the Collateral Management Agreement, the Control and Custody Agreement or the Syndicated Letter of Credit. For this purpose it may convert one currency into another at the rate of exchange determined by it in its absolute discretion to be the prevailing spot market rate in the London market at 11am (London time) at the date of set-off.

6.14 Dividends and Interest

On the occurrence of an Enforcement Event that is continuing, the Secured Party is entitled

- (a) to receive and retain all dividends, interest and other distributions and income paid in respect of the Security Assets and apply them in or towards the payment or discharge of the Secured Liabilities,
- (b) to arrange for any of the Security Assets which are in registered form to be registered in the name of the Secured Party or its nominee, if required by the Secured Party to perfect any of the Security created under this Deed, and
- (c) to transfer or cause the transfer of any of the Security Assets and cause it to be registered in the name of any purchaser or transferee, and the Chargor shall as soon as reasonably practicable on request of the Secured Party execute and sign all transfers and other documents (other than powers of attorney) and give such instructions and directions as the Secured Party may require for perfecting the Secured Party's title to any of the Security Assets or for vesting it in the Secured Party or any nominee or any purchaser or transferee.

7 RECEIVER**7.1 Appointment of Receiver**

- (a) Subject to clause 7.1(d), the Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if and for so long as this Security has become enforceable.
- (b) Any appointment under clause 7.1(a) may be by deed, under seal or in writing under its hand.
- (c) Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Secured Party agrees that it shall not appoint a Receiver unless it has first served an Enforcement Event Notice on the Custodian.

7.2 Removal

The Secured Party may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

7.3 Remuneration

The Secured Party may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) will not apply

7.4 Agent of the Chargor

- (a) A Receiver appointed will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of such Receiver and for liabilities incurred by such Receiver
- (b) The Secured Party will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

7.5 Relationship with Secured Party

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Secured Party in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

8 POWERS OF RECEIVER**8.1 General**

- (a) A Receiver has all the rights, powers and discretions set out below in this clause 8 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

8.2 Possession

A Receiver may enter upon, take immediate possession of, get in and collect any Security Asset

8.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit

- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit

8.4 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper for realising any Security Asset

8.5 Delegation

A Receiver may delegate the powers granted to it pursuant to this Deed

8.6 Other powers

A Receiver may

- (a) do all other acts and things which he may consider necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law, and
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset

9 LIABILITY OF RECEIVERS AND SECURED PARTY

9.1 Possession

If the Secured Party or any Receiver shall take possession of the Security Assets it or he may at any time relinquish such possession

9.2 Secured Parties' Liability

Subject to any rule or law applicable in the opening of the bankruptcy and/or reorganization procedure against the Chargor and/or to its recognition by UK authorities, the Secured Party will not in any circumstances (whether by reason of taking possession of the Security Assets or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever) save as may be required by law

- (a) be liable to account to the Chargor or any other person for anything other than its actual receipts from the realisation or enforcement in accordance with this Deed of the Security (after application against the Secured Liabilities), or
- (b) be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Security Assets in accordance with this Deed or from any act, neglect, default, omission or misconduct of any nature of the Secured Party or any of its officers, employees or agents in relation to the Security Assets,

except in each case, to the extent caused by the fraud, negligence or wilful default of the Secured Party or any Receiver or any of their respective officers, employees or agents or by breach by any of them of this Deed

9.3 Receiver's Liability

Subject to any rule or law applicable in the opening of the bankruptcy and/or reorganization procedure against the Chargor and/or to its recognition by UK authorities, all the provisions of clause 9.2 (*Secured Parties' Liability*) shall apply *mutatis mutandis*, in respect of the liability of any Receiver or any officer, employee or agent of the Secured Party or any Receiver. The obligations contained in this clause 9.3 shall survive the expiration of this Deed.

9.4 Indemnity

Subject to any rule or law applicable in the opening of the bankruptcy and/or reorganisation procedure against the Chargor and/or to its recognition by UK authorities, the Secured Party and every Receiver, attorney, manager, agent or other person appointed by the Secured Party under this Deed shall be entitled to be indemnified by the Chargor within three Business Days of demand in respect of all cost, loss, liabilities and expenses reasonably incurred by any of them as a result of

- (i) any failure by the Chargor to pay the Secured Liabilities, or
- (ii) the enforcement, exercise or preservation or attempted enforcement, exercise or preservation of any of their respective rights under this Deed or any document referred to in this Deed or the Security (including all remuneration of the Receiver),

on a full indemnity basis, together with interest from the date on which such costs, charges or expense are so incurred until the date of payment by the Chargor (as well after as before judgment) except to the extent that they shall be caused by the gross negligence, wilful default or fraud of the Secured Party or any Receiver or any of their respective officers, employees or agents.

10 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS - GENERAL

10.1 Representations and warranties of the Chargor

The Chargor makes the following representations and warranties to the Secured Party:

- (a) it is duly incorporated and validly existing under the laws of its place of incorporation and has power to own the Security Assets,
- (b) it has power to execute and deliver this Deed and to perform its obligations hereunder, all necessary corporate, shareholder and other action has been taken, fulfilled and done to authorise the execution and delivery of this Deed and performance of its obligations and exercise of its rights hereunder,
- (c) the execution and delivery of this Deed by it and the performance by it of its obligations hereunder will not (i) contravene any existing law, regulation or authorisation to which it is subject, (ii) contravene or conflict with any provision of its Memorandum and Articles of Association (or equivalent constitutional documents), or (iii) result in the creation or imposition of or oblige it to create any Encumbrance over any Security Assets,
- (d) it has obtained any governmental and other consents necessary to enable it to enter into and exercise its rights and perform its obligations under this Deed and to make this Deed admissible in evidence in its jurisdiction of incorporation,

- (e) save for any Permitted Encumbrance, it is the sole beneficial owner (and where appropriate sole legal owner) of the Security Assets and all rights in relation to them free and clear of any Encumbrance, security interest, lien or other interest or restriction, and all underlying Security Assets are registered in its name, and
- (f) the obligations expressed to be assumed by it under this Deed are (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar rights affecting creditors' rights generally and subject to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)) legal, valid, binding and enforceable obligations

10.2 Times for making representations, warranties

- (a) The representations and warranties set out in this Deed are made on the date of this Deed
- (b) The representations and warranties set out in clause 10.1(e) are made on the date of this Deed and shall be deemed to be repeated in relation to any Security Assets on the date on which such Security Assets are transferred into the Accounts

10.3 General

- (a) The Chargor must pay all calls and other payments due and payable in respect of any of the Investments
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any of the Investments
- (c) The Secured Party and the other Secured Parties shall not be obliged to
 - (i) perform any obligation of the Chargor,
 - (ii) make any payment
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed in respect of any Investments

11 VOTING RIGHTS AND DIVIDENDS

11.1 Rights in respect of Investments before an Enforcement Event

Prior to the occurrence of an Enforcement Event the Chargor shall be entitled to

- (a) receive and retain all dividends, interest and other monies paid on or derived from the Investments, and
- (b) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which

- (i) has the effect of changing the terms of the Collateral Securities (or any class of them) or of any Related Rights, or
- (ii) is prejudicial to the interests of the Secured Party

11.2 Rights in respect of Investments following an Enforcement Event

Following the occurrence of an Enforcement Event which is continuing, the Chargor shall, if so directed by the Secured Party, serve notice on the Custodian requiring that

- (a) any voting rights in respect of those Investments held pursuant to the Control and Custody Agreement, and
- (b) any other powers or rights which may be exercised by the legal or beneficial owner of any of the Investments held pursuant to the Control and Custody Agreement, any person who is the holder of any of the Investments held pursuant to the Control and Custody Agreement or otherwise,

shall be exercised as directed by the Secured Party

11.3 Exoneration of the Secured Party

The Secured Party will have no liability to the Chargor for any loss that results from the exercise or non-exercise of any voting rights attaching to the Investments or for any failure to deal with any notice relating to the Investments that is sent to the Secured Party, except to the extent such loss results from the Secured Party's negligence, fraud, wilful default or breach of this Deed

12 APPLICATION OF PROCEEDS

Any moneys received by the Secured Party or any Receiver under or in connection with this Deed or the Security Assets after this Security has become enforceable must be applied in the following order of priority

- (a) (provided in each case that the cost or expense does not result from the negligence, fraud, wilful default or breach by the Secured Party or the Receiver) in or towards payment of or provision for all costs and expenses incurred by the Secured Party, any other Secured Party or any Receiver under or in connection with this Deed and of all remuneration due to the Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities on a pro rata basis, and
- (c) in payment of the surplus (if any) to the Chargor or any other person entitled to them

This clause does not prejudice the right of the Secured Party to recover any shortfall from the Chargor pursuant to the terms of the Syndicated Letter of Credit. The Secured Party may, in its discretion, vary the order set out in clause 12(a) to 12(c)

13 NO LIABILITY

The Secured Party will not be liable to the Chargor for any loss of any kind resulting from the exercise of its rights under this Deed except to the extent due to the Secured Party's fraud, wilful misconduct or negligence or breach of this Deed

14 MISCELLANEOUS**14.1 Amendments and Waivers**

Any provision of this Deed may be amended only if the Secured Party and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Secured Party so agrees in writing. A waiver given or consent granted by the Secured Party under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

14.2 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

15 REINSTATEMENT

- (a) Any re-assignment, release, settlement or discharge (whether in respect of any of the Secured Liabilities or any Encumbrance for those liabilities or otherwise) shall be conditional upon no payment to, or Encumbrance provided to, the Secured Party in respect of the relevant Secured Liabilities being avoided, invalidated or reduced or required to be restored or paid away by virtue of any requirement having the force of law.
- (b) Where any such re-assignment, release, settlement or discharge is made in whole or in part on the faith of any payment, guarantee, Encumbrance or other disposition, transaction or arrangement which is or is required to be repaid, restored or otherwise avoided, invalidated or reduced by virtue of any requirement having the force of law, any such re-assignment, release, settlement or discharge of, or other arrangement in connection with the Security Assets shall ipso facto be treated as null and void and shall for all purposes be deemed not to have occurred, and the Secured Party shall be entitled to recover the value or amount of any such payment, guarantee, Encumbrance or other disposition and the relevant Secured Liabilities shall continue as if the re-assignment, release, settlement or discharge had not occurred.

16 NOTICES**16.1 Notices**

- (a) Each communication to be made under this Deed shall, unless otherwise stated herein, be made by facsimile or letter.
- (b) Any communication to be made or delivered to either party to the Deed shall (unless the intended recipient has by at least 5 Business Days' written notice to the sender specified another address and/or facsimile number) be made or delivered to the recipient at its address or facsimile number identified in schedule 2 of the Collateral Management Agreement. Every communication under this Agreement shall be deemed to have been received:
 - (i) in the case of a letter when delivered or, if by first class post, 2 Business Days after it has been put in the post; and

(ii) in the case of a facsimile when transmitted

17 LANGUAGE

Any notice given in connection with this Deed must be in English

18 ASSIGNMENT

Neither party shall assign, transfer or novate any of its rights or obligations under this Deed without the prior written consent of the other party

19 SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any jurisdiction, that will not affect

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other term of this Deed

20 COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

21 GOVERNING LAW

This Deed and any non-contractual obligations relating thereto or arising in respect thereof are governed by and shall be construed in accordance with English law.

22 JURISDICTION

The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Deed, including disputes arising out of or in connection with

- (a) the creation, validity, effect, interpretation, performance or non-performance of or the legal relationships established by, this Deed, and
- (b) any non-contractual obligations arising out of or in connection with this Deed

For such purposes, each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.

IN WITNESS whereof this Deed has been entered into and executed as a deed by the Chargor with the intention that it be delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 DETAILS OF ACCOUNTS

Cash Account

Client name Lloyds Bank Plc FBO Aviva Insurance Ltd
Sort code 60-92-42
Account number [REDACTED] 157

Securities Account

United Kingdom

JPMorgan Chase Bank
Crest account # [REDACTED]
Sub account [REDACTED] 6
Account number [REDACTED] 7

SIGNATORIES

THE SECURED PARTY

Executed as a deed by
AVIVA INSURANCE LIMITED

)
)

[REDACTED] Authorised Signatory

LYLA SPENCER Name of Signatory

in the presence of

[REDACTED] Signature of witness

J. PRICE Name of witness

St Helen's Address of witness
1 Underhill
London

THE CHARGOR

Executed as a deed on behalf of
LLOYDS BANK PLC
by an authorised attorney

)
)
)

Signature

.....

Name (block
capitals)

.....
Authorised Attorney

in the presence of

Signature

Name (block
capitals)

.....
Witness

SIGNATORIES

THE SECURED PARTY

Executed as a deed by
AVIVA INSURANCE LIMITED

)
)

Authorised Signatory

Name of Signatory

in the presence of

Signature of witness

Name of witness

Address of witness

THE CHARGOR

Executed as a deed on behalf of
LLOYDS BANK PLC
by an authorised attorney

)
)
)

Signature



Name
capitals)

(block

SIMON STUART
Authorised Attorney

in the presence of

Signature

Name
capitals)

(block



W D MENDHAM
Witness