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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
particulars of a charge for a
company. To do this, please
form MG01s

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06/01/2012

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 0 0 9 3 7 9 2

Company name in full

Royal & Sun Alliance Insurance PLC
(the "Reinsurer")

→ 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

d2 d2 m1 m2 y2 y0 y1 y1

3

Description

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

Description

Security Agreement dated 22 December 2011 (the "Security Agreement")
relating to the aviation business between the Reinsurer and Royal & Sun
Alliance Insurance Company of Canada (the "Secured Party")

4

Amount secured

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

Amount secured

All of the Reinsurer's present and future liability
and obligations to the Secured Party under or in
respect of the Reinsurance Agreement (as defined
below), the Security Agreement and the Control
Agreement (as defined below) entered into
concurrently with the Security Agreement
(collectively, the "Liabilities"), including
without limitation to pay the Reinsurer's share of
any loss or liability or both (including, where
required by the Reinsurance Agreement, any loss or
liability on account of claims incurred but not
reported) sustained by the Secured Party for which
the Reinsurer is liable under the Reinsurance
Agreement

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Royal & Sun Alliance Insurance Company of Canada	
Address	10 Wellington Street E	
	Toronto, Ontario	
Postcode	M 5 E 1 L 5	
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	<p>As continuing security for the Liabilities, the Reinsurer mortgages, charges, pledges and assigns and grants a security interest within the meaning of the <i>Personal Property Security Act</i> (Ontario) (as amended from time to time, the "PPSA") to the Secured Party in</p> <p>(a) all cash, money, investment property, instruments, securities, property and assets delivered or contributed from time to time to the Custodian (as defined below) by or on behalf of the Reinsurer (the "Original Collateral"), including without limitation all Original Collateral listed or described on Schedule "A" of the Security Agreement from time to time and all Collateral (as defined below) described in the most recent Declaration filed with the Office of the Superintendent of Financial Institutions from time to time,</p> <p>(b) all security entitlements (as defined in the <i>Securities Transfer Act, 2006</i> (Ontario) (which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "STA")) of the Reinsurer in and to any money, investment property, instruments, securities and financial assets held by the Reinsurer's securities intermediary (as defined in the STA) for the Reinsurer in the Pledged Collateral Account (as defined below),</p> <p>(c) the Pledged Collateral Account and any credit balance of funds standing to the credit of the Pledged Collateral Account from time to time,</p> <p>(d) any and all other (i) funds and proceeds thereof now or hereafter deposited in or credited to the Pledged Collateral Account, (ii) interest, dividends, earnings and payments on or in respect of any of the Original Collateral, including without limitation interest that accrues either before or after the commencement of any bankruptcy or insolvency proceeding by or against the Reinsurer, (iii) present and future accounts, general intangibles, chattel paper, contract rights, deposit accounts, instruments and documents now or hereafter relating or arising with respect to the Pledged Collateral Account or the use thereof</p> <p style="text-align: right;">[continued on Continuation Sheet]</p>	

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Clyde & Co LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Marianne Park

Company name Clyde & Co LLP

Address The St Botolph Building

138 Houndsditch

Post town London

County/Region

Postcode E C 3 A 7 A R

Country United Kingdom

DX 160030 LIME STREET 5

Telephone +44 (0) 20 7876 5000

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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Please give the short particulars of the property mortgaged or charged

Short particulars

and (iv) securities into which any of the Original Collateral may be converted, changed, reclassified, subdivided or consolidated or which may be substituted or exchanged for any other securities described by this Paragraph (d) and all other property that may at any time be received or receivable by or otherwise distributed to or acquired by the Reinsurer in any manner in respect of, or in substitution for, or in addition to, or in exchange for, or on account of, any of the Original Collateral or any other securities described by this Paragraph (d),

(e) any renewals of, substitutions for, additions or accretions to the Original Collateral, including without limitation any interest or dividends paid on the Original Collateral, and

(f) any proceeds thereof, including, without limitation, any and all amounts from time to time paid or payable under or in connection with any of the foregoing,

(collectively, the "Collateral")

Maintenance of Collateral Assets - Clause 2 1 of the Security Agreement

(e) The Reinsurer shall not create or permit to exist any lien, charge or encumbrance of any nature affecting the Collateral except (i) (if applicable) for the charge customarily required to be given by the relevant participant in CDS Clearing and Depository Services Inc under the rules governing participation in CDS Clearing and Depository Services Inc on an asset deposited, and recorded in book-based form, with CDS Clearing and Depository Services Inc, and (ii) for the security interest granted to the Custodian to secure the fees, expenses and overdraft payable to the Custodian by the Reinsurer with respect to the Pledged Collateral Account

(f) The Collateral may not be withdrawn by the Reinsurer except

(i) with the prior written consent of the Secured Party,

(ii) in connection with a replacement completed in accordance with Section 2 2 of the Security Agreement, or

(iii) in the first quarter of 2012 and, thereafter, twice annually within 60 days after the end of the second and fourth quarters of each calendar year, or as agreed by the parties, the Secured Party shall calculate the Required Amount as at that time and the Market Value of the Collateral as at that time, and if the Market Value is more than 110% of the Required Amount, then the Reinsurer shall have the right to withdraw the Collateral in an amount not exceeding the amount by which the Market Value exceeds 110% of the Required Amount and shall notify the Secured Party of the withdrawal

Upon any withdrawal or replacement made in accordance with this Subsection or Section 2 2 of the Security Agreement, the Collateral withdrawn or replaced shall cease to be subject to the security interest granted hereby and shall cease to be Collateral

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Short particulars

(g) Notwithstanding Section 17 1(1)(c) of the PPSA, or the equivalent legislation in any other jurisdiction, the Custodian shall not lend, re-pledge or re-hypothecate the Collateral

Further Assurances

Clause 3 2(m) of the Security Agreement

The Reinsurer shall from time to time at the written request of the Secured Party and at the expense of the Reinsurer do, execute, acknowledge and deliver all such further acts and things and execute and deliver all such instruments, security agreements and other writings and assurances as may be required by the Secured Party with respect to the Security Agreement or the Collateral or in order to confirm, perfect, keep perfected, maintain and preserve the security interest granted herein and, should the Reinsurer fail so to do, the Reinsurer hereby irrevocably appoints the Secured Party its attorney, with full power of substitution in the premises, to do all such acts and things in its name and on its behalf as the Secured Party may deem reasonably necessary or advisable to effect the foregoing purposes and the Reinsurer agrees to ratify and confirm all acts of the said attorney lawfully done in the premises

Clause 5 4 of the Security Agreement

Each of the parties to the Security Agreement shall execute and deliver all such instruments and assurances and do all other acts and things as are necessary to give full effect to and carry out its respective obligations under the Security Agreement

Defined Terms

"Control Agreement" means an agreement executed by the Custodian of the kind referred to in clause 25(1)(b) of the STA, in form and content satisfactory to the Secured Party

"Custodian" means CIBC Mellon Global Securities Services Secured Party and CIBC Mellon Trust Company

"Market Value" means a market value as determined and reported in accordance with the Control Agreement

"Pledged Collateral Account" means a securities account or accounts opened and established by the Reinsurer with the Custodian with account no RAZF0030002

"Reinsurance Agreement" means one or more reinsurance agreements by which the Secured Party has caused itself to be reinsured by the Reinsurer against certain risks insured by it relating to the aviation business

"Required Amount" means the amount that the Reinsurer is required to maintain as security under the terms of the Reinsurance Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 93792
CHARGE NO. 16**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 22
DECEMBER 2011 AND CREATED BY ROYAL & SUN ALLIANCE
INSURANCE PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE SECURED PARTY
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 6 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JANUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES