



Registration of a Charge

Company name: **AVIVA STAFF PENSION TRUSTEE LIMITED**

Company number: **01438185**



X916JH11

Received for Electronic Filing: **19/11/2020**

Details of Charge

Date of creation: **11/11/2020**

Charge code: **0143 8185 0004**

Persons entitled: **BARCLAYS BANK PLC, 1 CHURCHILL PLACE, LONDON, E14 5HP**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1438185

Charge code: 0143 8185 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2020 and created by AVIVA STAFF PENSION TRUSTEE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2020 .

Given at Companies House, Cardiff on 20th November 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

AVIVA INVESTORS GLOBAL SERVICES LIMITED ACTING AS AGENT ON
BEHALF OF EACH PRINCIPAL

AS SECURITY PROVIDER

IN FAVOUR OF

BARCLAYS BANK PLC

AS SECURED PARTY

SECURITY DEED

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SECURITY DEED dated 11th November 2020

BETWEEN:

- (1) Aviva Investors Global Services Limited acting as agent for each Principal listed in Schedule 1 (each, a **Security Provider**); and
- (2) **BARCLAYS BANK PLC** (the "**Secured Party**").

RECITALS:

- (A) Each Security Provider has entered into and may from time to time enter into Global Master Repurchase Agreements (2011 version) (as amended and/or supplemented from time to time, each a "**GMRA**") with the Secured Party and/or Barclays Bank Ireland PLC as agent for one or more entities (each such entity, a "**Repo Buyer**" and the GMRA with such Repo Buyer, a "**Repo Agreement**"), in each case pursuant to the ConneXXion electronic trading system.
- (B) The Secured Party has agreed (or will agree) to indemnify each Repo Buyer following an event of default under a Repo Agreement in respect of the relevant Security Provider.
- (C) Each Security Provider has agreed to grant security to the Secured Party over the Security Assets (as defined below) in respect of each such indemnity obligation.
- (D) Each Security Provider, the Secured Party and the Custodian (as defined below) will enter into a Control Agreement (as defined below) in respect of the operation of the Secured Accounts of each Principal.
- (E) The provisions of this Deed shall apply separately as between each Security Provider and the Secured Party as if the Secured Party and each Security Provider were parties to a separate deed on the terms and conditions hereof.

The Parties agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

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

"**Assigned Rights**" means all rights relating to the Posted Collateral which the Security Provider may have now or in the future against the Custodian or any third party, including, without limitation:

- (a) any right, interest, money or property accruing or offered at any time in relation to any Posted Collateral by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and
- (b) any right to delivery of a security of the appropriate description which arises in connection with:

- (i) any Posted Collateral being transferred to a clearance system or financial intermediary; or
- (ii) any interest in or to any Posted Collateral being acquired while that Posted Collateral is in a clearance system or held through a financial intermediary;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Base Currency Equivalent" means, with respect to an amount on a Calculation Date, in the case of an amount denominated in pounds sterling, such amount and, in the case of an amount denominated in a currency other than pounds sterling (the **"Other Currency"**), the amount of pounds sterling required to purchase such amount of the Other Currency at the spot exchange rate on such Calculation Date as determined by the Secured Party;

"Calculation Date" means each day from, and including, the date of this Deed, that is a day on which commercial banks are open for general business in London;

"Collateral Business Day" means:

- (a) in relation to a transfer of cash under this Deed, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment; and
- (b) in relation to a transfer of securities under this Deed, a day on which the clearance system agreed between the Parties for delivery of the securities is open for the acceptance and execution of settlement instructions or, if delivery of the securities is contemplated by other means, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place(s) agreed between the Parties for this purpose;

"Control Agreement" means the account control agreement to be entered into between the Secured Party, the Security Provider and the Custodian on or about the date hereof relating to the Secured Accounts;

"Custodian" means JPMorgan Chase Bank, N.A., London Branch as custodian of the Security Provider;

"Deed of Indemnity" means each deed of indemnity entered into in connection with the related Repo Agreement between, *inter alia*, the Secured Party and a Repo Buyer;

"Distributions" means, with respect to Posted Collateral other than cash, all principal, interest and other payments and distributions of cash or other property with respect to that Posted Collateral. Distributions will not include any item of property acquired by the Secured Party upon any disposition or liquidation of Posted Collateral;

"Eligible Collateral" has the meaning specified in Schedule I hereto;

"Encumbrance" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Enforcement Event" means (i) the designation of an early termination date in respect of all outstanding transactions under a Repo Agreement as a result of the occurrence of an event of default in respect of which the Security Provider is the defaulting party pursuant to that Repo Agreement; or (ii) the Security Provider fails to transfer Eligible Collateral to the Secured Account by the due date therefor in an amount at least equal to the relevant Delivery Amount in accordance with Clause 3.1 (*Delivery of Eligible Collateral*) and such failure is not remedied on or before the first Collateral Business Day after notice of such failure is given to the Security Provider;

"Excluded Items" has the meaning specified in Clause 4.3 (*Restrictions on dealings*);

"GBP" means the lawful currency of the United Kingdom from time to time;

"Indemnity Provisions" means (i) the provisions of each Deed of Indemnity pursuant to which the Secured Party indemnifies the relevant Repo Buyer or provides rights or remedies to the Repo Buyer of similar effect, agrees to pay interest in respect of any such indemnity or similar payment and/or is obliged to gross up the amount payable in respect of any such indemnity or interest or similar payment as a result of a tax deduction; and (ii) the provisions of the Control Agreement pursuant to which the Secured Party agrees to indemnify and/or hold harmless (on a joint and several basis with the Security Provider) the Custodian and J.P. Morgan Indemnitees (as defined in the Control Agreement);

"Liability" means any fee, cost, loss, expense or liability (including, without limitation, any payment made by the Secured Party to a Repo Buyer or the Custodian under the Indemnity Provisions);

"Minimum Transfer Amount" means the Base Currency Equivalent of £250,000;

"Parties" has the meaning given to such term in Clause 1.5 (*Separate Security Deeds*) below;

"Posted Collateral" means all Eligible Collateral, other property, Distributions, and all proceeds thereof that have been transferred to or received into the relevant Secured Account under this Deed or otherwise credited to the relevant Secured Account by the Custodian and not transferred to the Security Provider pursuant to the provisions of this Deed, or otherwise debited from the relevant Secured Account by the Security Provider;

"Purchase Price" means in respect of each transaction entered into or proposed to be entered into under a Repo Agreement, the price at which 'Purchased Securities' (as such term is defined in the relevant Repo Agreement) are sold or are to be sold (or expected to be sold) by the Security Provider to the relevant Repo Buyer;

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

"Regulations" means the Financial Collateral Arrangements (No.2) Regulations 2003, as amended;

"Required Collateral Amount" means on any day an amount equal to the Base Currency Equivalent of (i) the aggregate of (A) the Purchase Prices (including, without limitation, any Purchase Price which has not yet been paid by the relevant Repo Buyer to the Secured Party) in respect of all outstanding transactions entered into under each Repo Agreement *plus* (B) the expected Purchase Price (as determined by the Secured Party) in respect of any proposed transaction under each Repo Agreement in respect of which the trade date has not yet occurred *multiplied by* (ii) the Required Collateral Percentage;

"Required Collateral Percentage" means 9 per cent. or such other percentage as may be agreed by the Parties in writing from time to time;

"Secured Account" means each account with the Custodian in the name of the Security Provider subject to the terms of the Control Agreement as specified in Schedule 1 (or any successor accounts (including following any redesignation or renumbering) to those so specified which are subject to the terms of the Control Agreement);

"Secured Obligations" means all present, future, actual and contingent obligations of the Security Provider to the Secured Party under this Deed, including, without limitation, its obligations under Clause 4.1 (*Secured Party responsibility for liability under Deed of Indemnity*);

"Security Assets" means, with respect to the Security Provider, the Posted Collateral and each other right or asset subject to the security created under Clause 4.2 (*Security*) of this Deed;

"Settlement Day" means, in relation to a date:

- (a) with respect to a transfer of cash or other property (other than securities), the next Collateral Business Day and
- (b) with respect to a transfer of securities, the first Collateral Business Day after such date on which settlement of a trade in the relevant securities, if effected on such date, would have been settled in accordance with customary practice when settling through the clearance system agreed between the Parties for delivery of such securities or, otherwise, on the market in which such securities are principally traded (or, in either case, if there is no such customary practice, on the first Collateral Business Day after such date on which it is reasonably practicable to deliver such securities);

"Valuation Percentage" means, for any item of Eligible Collateral, the percentage specified in Schedule 1 hereto; and

"Value" means for any Calculation Date with respect to:

- (a) Eligible Collateral or Posted Collateral that is:
 - (i) an amount of cash, the Base Currency Equivalent of such amount *multiplied by* the applicable Valuation Percentage; and
 - (ii) a security, the Base Currency Equivalent of the bid price obtained by the Secured Party *multiplied by* the applicable Valuation Percentage,

in each case disregarding any accrued interest; and

- (b) Posted Collateral that consists of items that are not specified as Eligible Collateral, zero.

1.2 Construction

In this Deed:

- (a) references to Clauses or to the Schedule are to Clauses of, or the Schedule to (as applicable), this Deed;
- (b) a reference herein to Posted Collateral being "held" by the Secured Party at any time shall be construed as a reference to the Posted Collateral credited to the Secured Accounts at such time in respect of which a security interest has been created in its favour under this Deed;
- (c) unless the context otherwise requires, a reference to a Security Asset includes the proceeds of that Security Asset;
- (d) unless a contrary intention appears, any reference in this Deed to:
 - (i) the Security Provider, the Secured Party or the Custodian shall be construed so as to include its or their (and any subsequent) successors in title; or
 - (ii) an agreement, deed or instrument is a reference to that agreement, deed or instrument as amended, extended, novated, supplemented, replaced or restated; or
 - (iii) a provision of law is a reference to that provision as amended or re-enacted; and
- (e) all headings are for ease of reference only and shall not affect the interpretation of this Deed.

1.3 Holding of Collateral

A reference to a delivery of Collateral or Posted Collateral to or from the Custodian is deemed to be a reference to the relevant Collateral or Posted Collateral being, as applicable, credited to or transferred from the relevant Secured Accounts.

1.4 Separate security

Each sub-clause of Clause 4.2 (*Security*) shall be construed as creating a separate and distinct charge or assignment over each relevant asset within any particular class of assets described in this Deed and the failure to create an effective charge, assignment or other security interest (whether arising out of this Deed or any act or omission of any party) over any asset or assets shall not affect the nature or validity of any charge, assignment or other security interest expressed to be created over any other assets whether forming part of the same class or assets or not.

1.5 Separate Security Deeds

Aviva Investors Global Services Limited acting as agent for each Principal listed in Schedule 1 has entered into this Deed on behalf of each Security Provider. It is hereby acknowledged and agreed that the provisions of this Deed shall apply separately as between each Principal as Security Provider and the Secured Party as if each Principal as Security Provider and the Secured Party were parties to a separate agreement on the terms and conditions hereof and for this purpose:

- (a) all references in this Security Agreement to the "Security Provider" shall be construed as references to the relevant Principal and/or, where the circumstances permit, Aviva Investors Global Services Limited acting as its agent;
- (b) any reference herein to the "**Parties**" shall be a reference to the relevant Principal and the Secured Party in respect of each such separate agreement; and
- (c) the definitions of "Control Agreement", "Deed of Indemnity", "Repo Agreement" and "Secured Accounts" shall be deemed to refer (respectively) to the Control Agreement, Deed of Indemnity and Repo Agreement entered into by and to the Secured Accounts of the relevant Principal:

2. REPO BUYERS AND REPO AGREEMENTS

2.1 Entry into Repo Agreements

The Security Provider has previously entered into and may from time to time after the date hereof enter into GMRAs with the Secured Party as agent for a Repo Buyer pursuant to the ConneXXion electronic trading system which such agreements shall automatically constitute Repo Agreements for the purposes of this Deed.

2.2 Notification of additional Repo Agreements

Promptly following the date hereof, the Secured Party shall send to the Security Provider (by email in accordance with Clause 11 (*Notices*) below) details of the Repo Agreements (and related Repo Buyers) which have been entered into on or prior to the date hereof. Each time a new Repo Agreement is entered into, the Secured Party shall promptly send (by email in accordance with Clause 11 (*Notices*) below) a revised list of Repo Agreements (and Repo Buyers) to the Security Provider *provided, however, that* the failure to send such revised list shall not prejudice any such agreement constituting a Repo Agreement for the purposes of this Deed.

3. COLLATERAL OBLIGATIONS

3.1 Delivery of Eligible Collateral

Upon a demand made by the Secured Party on or promptly following a Calculation Date, if the Delivery Amount for that Calculation Date equals or exceeds the Minimum Transfer Amount, then the Security Provider will transfer Eligible Collateral to the Custodian not later than the Collateral Business Day following the date on which such demand is effective having a Value as of the date of transfer at least equal to the

applicable Delivery Amount (rounded up to the nearest integral multiple of GBP 10,000).

The "**Delivery Amount**" for any Calculation Date will equal the amount by which:

- (i) the Required Collateral Amount;
exceeds
- (ii) the Value as of that Calculation Date of all Posted Collateral held by the Secured Party (as adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or prior to such Calculation Date).

3.2 **Return of Posted Collateral**

Subject to the below, upon a demand made by the Security Provider on or promptly following a Calculation Date, if the Return Amount for that Calculation Date equals or exceeds the Minimum Transfer Amount, then the Secured Party will instruct the Custodian not later than the Collateral Business Day following the date on which such demand is effective to transfer Posted Collateral to the Security Provider having a Value as of the date of transfer as close as practicable to (but not more than) the applicable Return Amount (rounded down to the nearest integral multiple of GBP 10,000 *provided that* if the Required Collateral Amount at such time is zero, then the Return Amount shall not be rounded).

The "**Return Amount**" for any Calculation Date will equal the amount by which:

- (i) the Value as of that Calculation Date of all Posted Collateral held by the Secured Party (as adjusted to include any prior Delivery Amount and to exclude any prior Return Amount, the transfer of which, in either case, has not yet been completed and for which the relevant Settlement Day falls on or prior to such Calculation Date)
exceeds
- (ii) the Required Collateral Amount.

Each obligation of the Secured Party to instruct the Custodian to make a transfer pursuant to this Clause 3.2 (1) is subject to the condition precedent that no event of default or event which, with the giving of notice or the lapse of time or both, would constitute an event of default has occurred and is continuing with respect to the Security Provider under any Repo Agreement and that no Enforcement Event has occurred and is continuing; and (2) will be deemed satisfied by the Secured Party sending appropriate instructions to the Custodian in accordance with the terms of the Control Agreement. For the avoidance of doubt, the Secured Party will bear no liability for any failure by the Custodian to comply with such instructions (including, without limitation, due to the Security Provider failing to provide a matched instruction in accordance with the terms of the Control Agreement).

3.3 Deliveries

All deliveries of any Eligible Collateral or Posted Collateral in accordance with this Deed shall be made in accordance with the instructions of the Secured Party, the Security Provider or the Custodian to which such delivery is to be made, as applicable, and shall be made:

- (a) in the case of Eligible Collateral, (A) by book entry or other transfer of such Eligible Collateral to the Custodian and (B) by the Custodian's crediting such assets to the relevant Secured Account; and
- (b) in the case of Posted Collateral, by book entry or other transfer of such Posted Collateral by the Custodian to the relevant cash, securities or other account of the Security Provider (with the Custodian or elsewhere) identified by the Security Provider for the receipt of such transfer.

4. SECURITY

4.1 Secured Party responsibility for liability under Deed of Indemnity

The Security Provider covenants with the Secured Party that it shall, on demand of the Secured Party pay, discharge and satisfy the Secured Obligations in accordance with their respective terms and agrees to indemnify the Secured Party upon demand against any Liability which the Secured Party incurs under or in connection with each Deed of Indemnity or under the Indemnity Provisions of the Control Agreement. Such indemnity is a continuing obligation and will extend to the ultimate balance of Liabilities incurred by the Secured Party, regardless of any intermediate payment or discharge in whole or in part

4.2 Security

The Security Provider, as security for the performance of the Secured Obligations:

- (a) charges, with full title guarantee (subject to the Excluded Items) and by way of first fixed charge, in favour of the Secured Party:
 - (i) all Posted Collateral (present and future); and
 - (ii) each Secured Account, and
- (b) assigns, with full title guarantee (subject to the Excluded Items), the Assigned Rights to the Secured Party absolutely.

4.3 Restrictions on dealings

The Security Provider shall not:

- (a) create or permit to subsist any Encumbrance over all or any part of the Security Assets; or

- (b) sell, transfer, licence, lease, loan, grant any option, declare a trust over or otherwise dispose of or otherwise deal with any of its rights in respect of the Security Assets,

other than (i) the security created by this Deed, (ii) a lien routinely imposed on all securities in a clearing system in which any Posted Collateral may be held or (iii) any security interests in favour of the Custodian expressly referred to in the Control Agreement (such items referred to in (i), (ii) and (iii) being the *Excluded Items*).

4.4 Application of the Regulations

The Security Provider agrees and acknowledges that the security hereby created is intended to and shall constitute a security financial collateral arrangement as defined in the Regulations in relation to all Security Assets comprising financial collateral (as so defined) and that until the security hereby created is released in full as contemplated in Clause 7.2 (*Final Returns*), the Security Provider's rights under this Deed and the Control Agreement in relation to the Security Assets shall be limited to rights to request the withdrawal of excess financial collateral and/or to request the substitution of financial collateral of the same or greater value to the extent expressly provided for in, and in accordance with, the Control Agreement.

4.5 Conversion of security

If and to the extent that any security interest created by Clause 4.2 (*Security*) constitutes a floating (rather than a fixed or specific) security interest, such security interest will (in addition to the circumstances in which such conversion may occur under general law) automatically be converted, without notice and with immediate effect, into a fixed security interest as regards all Security Assets to which such security interest applies if:

- (a) an Enforcement Event occurs;
- (b) the Security Provider breaches its obligations under Clause 4.3 (*Restrictions on dealings*); or
- (c) any person levies or attempts to levy any execution or other process against any of such Security Assets.

4.6 Release of security

Upon the transfer of Posted Collateral by the Custodian to the Security Provider from the Secured Account (a) following an instruction from the Secured Party or (b) as otherwise agreed by the Parties, the security interest granted under this Deed on that Posted Collateral will be released immediately, and the Assigned Rights relating to that Posted Collateral will be re-assigned to the Security Provider, in each case without any further action by either party.

4.7 Preservation of security

The security constituted by this Deed shall be a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations but shall secure the ultimate balance of the Secured Obligations. If for any reason this security ceases to be a continuing security or any subsequent

charge or other interest affects any Security Assets (other than a lien routinely imposed on all securities in a clearing system in which any such Security Assets may be held and any security interests in favour of the Custodian expressly referred to in the Control Agreement), the Secured Party may direct that the Security Provider open a new account with the Custodian or continue the existing Secured Account and the liability of the Security Provider in respect of the Secured Obligations at the date of such cessation shall remain regardless of any payments into or out of any such account. The security constituted by this Deed shall be in addition to, and shall not be affected by, any other security now or subsequently held by the Secured Party or any other person for all or any of the Secured Obligations.

4.8 Waiver of defences

The obligations of the Security Provider under this Deed shall not be affected by any act, omission or circumstance which, but for this provision, might operate to release or otherwise exonerate the Security Provider from its obligations under this Deed or affect such obligations including (but without limitation) and whether or not known to the Security Provider or the Secured Party:

- (a) any time or indulgence granted to or composition with the Security Provider or any other person;
- (b) the variation, extension, compromise, renewal or release of, or refusal or neglect to perfect or enforce, any terms of a Repo Agreement or any rights or remedies against, or any security granted by, the Security Provider or the Secured Party or any other person;
- (c) any irregularity, invalidity or unenforceability of any obligations of the Security Provider under a Repo Agreement or the Secured Party under a Deed of Indemnity or of any other security, agreement, instrument or arrangement or any present or future law or order of any government or authority (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations to the intent that the Security Provider's obligations under this Deed shall remain in full force and this Deed shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order; and
- (d) any legal limitation, disability, incapacity, insolvency (or similar proceedings) or other circumstance relating to the Security Provider, any guarantor or any other person or any amendment, novation, supplement, extension, restatement or other variation of the terms of a Repo Agreement, a Deed of Indemnity or any other document or security.

4.9 Immediate recourse

The Security Provider waives any right it may have of first requiring the Secured Party to proceed against or claim payment from any other person or enforce any guarantee or security before enforcing any of its rights and remedies under this Deed.

4.10 Reinstatement

Where any discharge (whether in respect of the security constituted by this Deed, any other security or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or any amount paid pursuant to any such discharge or arrangement must be repaid on bankruptcy, liquidation or otherwise without limitation, the security constituted by this Deed and the liability of the Security Provider under this Deed shall continue as if there had been no such discharge or arrangement.

4.11 No liability

None of the Security Provider, its nominee(s) or any Receiver shall be liable:

- (a) to account as a mortgagee or mortgagee in possession; or
- (b) for any loss arising by reason of taking any action permitted by this Deed or any neglect or default in connection with the Security Assets or taking possession of or realising all or any part of the Security Assets.

except in the case of gross negligence or wilful default upon its part.

5. REPRESENTATIONS

5.1 Representations

The Security Provider makes the representations and warranties set out in this Clause 5.1 to the Secured Party on the date of this Deed and acknowledges that the Secured Party has become a party to this Deed in reliance on these representations and warranties:

- (a) ***Status***
 - (i) It is a corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.
 - (ii) It has the power to own its assets and carry on its business as it is being conducted.

- (b) ***No restrictions***

There are no restrictions on the Security Provider's ability to assign the Assigned Rights.

- (c) ***Binding obligations***

Its obligations under this Deed and any other documentation relating to this Deed to which it is a party constitute its legal, valid and binding obligations enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable

principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(d) ***Non-conflict with other obligations***

The entry into and performance by it of, and the transactions contemplated by, this Deed (including any transfer of Eligible Collateral or Posted Collateral on creation or enforcement of the security) do not and shall not:

- (i) conflict with:
 - (A) any law or regulation applicable to it;
 - (B) its constitutional documents; or
 - (C) any agreement or instrument binding upon it or the Security Assets; or
- (ii) result in the existence of, or oblige it to create, any security over the Security Assets.

(e) ***Ranking***

The security interests created by this Deed have or will have first ranking priority and it is not subject to any prior ranking or *pari passu* security except any security interest customarily granted in favour of any clearance system in which the Posted Collateral is held or the security interests in favour of the Custodian expressly referred to in the Control Agreement.

(f) ***Power and authority***

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

(g) ***Ownership of the Security Assets***

- (i) It is the sole beneficial owner of the Posted Collateral and the sole legal and beneficial owner of the rest of the Security Assets, in each case free and clear of all security interests except the security created pursuant to this Deed or any security interest customarily granted in favour of any clearance system in which the Posted Collateral is held and the security interests in favour of the Custodian expressly referred to in the Control Agreement.
- (ii) It has not sold or disposed of or granted any interest in or rights in respect of any of its right, title and interest, in the Security Assets or any part thereof.
- (iii) All of the Posted Collateral is validly issued, fully paid and neither the Posted Collateral nor any other part of the Security Assets are subject to any options to purchase, pre-emption rights or similar rights or other

restrictions upon disposal which would operate to restrict in any way their disposal by the Secured Party should it enforce its Security over the Security Assets.

(h) ***Authorisations***

All Authorisations required or desirable:

- (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
- (ii) to make this Deed admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

(i) ***Winding-up***

No corporate actions, legal proceedings or other procedures or steps have been taken in relation to, or notice given in respect of, a composition, compromise, assignment or arrangement with any creditor of the Security Provider or in relation to the suspension of payments or moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of, or the appointment of an administrator to, the Security Provider and no such step is intended by the Security Provider (save for the purposes of any solvent re-organisation or reconstruction which has previously been approved in writing by the Secured Party).

(j) ***Centre of main interests and establishments***

- (i) It has its "centre of main interests" (as that term is used in Article 3(1) of Regulation (EU) No.2015/848 of 20 May 2015 on Insolvency Proceedings (recast) (the "Recast Regulation") in England or Wales.
- (ii) It has no "establishment" (as that term is used in Article 2(h) of the Recast Regulation) in any jurisdictions other than England or Wales.

5.2 Repetition of representations

The representations set out in Clause 5.1 (*Representations*) shall be deemed to be repeated on each date on which Eligible Collateral is transferred by the Security Provider to the Secured Party pursuant to Clause 3.1 (*Delivery of Collateral*) above. The representations are deemed to be made by the Security Provider by reference to the facts and circumstances then existing on the date of this Deed or on the date on which they are repeated (as applicable).

6. CUSTODY ARRANGEMENTS AND SECURITY ASSETS

6.1 General

The Security Provider, the Secured Party and the Custodian have entered into the Control Agreement regulating the rights of each Party to give instructions to the Custodian. Prior to the enforcement of its rights and remedies under Clause 7 (*Secured Party's Rights and Remedies*), the Secured Party will have no duty with respect to Posted Collateral, including, without limitation, any duty to collect any Distributions, or enforce or preserve any rights pertaining to the Posted Collateral. Notwithstanding any provision to the contrary in the Control Agreement, this Deed will prevail over the Control Agreement.

6.2 No use of Posted Collateral

Without limiting the rights of the Secured Party under the other provisions of this Deed, including without limitation the Secured Party's rights and remedies under or as referred to in Clause 7 (*Secured Party's Rights and Remedies*), the Secured Party will have no right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise dispose of, or otherwise use in its business any Posted Collateral.

6.3 Distributions and interest amounts

The Secured Party will have no obligation hereunder to pay or to transfer to the Security Provider any amount of interest in respect of any Posted Collateral in the form of cash or any Distributions in respect of Posted Collateral in any other form. The Security Provider acknowledges and agrees that all Distributions receivable in respect of any Posted Collateral in the form of securities and all interest on Posted Collateral in the form of cash shall be credited directly to the Secured Accounts and shall form part of the Security Assets accordingly.

6.4 No exercise of voting rights after Enforcement Event

The Security Provider shall not be entitled to instruct the Custodian to exercise voting rights and powers or any other holder rights and powers in relation to the Posted Collateral in any manner after the occurrence of an Enforcement Event, other than with the consent of the Secured Party.

6.5 Substitution

The Security Provider may by notice (a "**Substitution Notice**") inform the Secured Party that it wishes to transfer Eligible Collateral (the "**Substitute Collateral**") specified in that Substitution Notice to a Secured Account in substitution for certain Posted Collateral (the "**Original Collateral**") specified in that Substitution Notice. The Security Provider must obtain the Secured Party's consent to the proposed substitution. If the Secured Party consents to a proposed substitution:

- (a) the Security Provider will be obliged to transfer the Substitute Collateral to the relevant Secured Account on the next Collateral Business Day following the date on which the Security Provider receives notice (which may be oral telephonic notice) from the Secured Party of its consent; and

- (b) on the date on which the Substitute Collateral is transferred to the Secured Account (the "**Substitution Date**"), subject to receipt by the Secured Party of confirmation of such transfer from the Custodian in accordance with the below, the Secured Party will be obliged to instruct the Custodian to transfer to the Security Provider the Original Collateral as if a demand for such Original Collateral had been made pursuant to Clause 3.2 (*Return of Posted Collateral*) on such Substitution Date; *provided, however, that* the Secured Party will only be obliged to instruct the Custodian to transfer Original Collateral with a Value as of the date of transfer as close as practicable to, but in any event not more than, the Value of the Substitute Collateral as of that date, as calculated by the Secured Party. The Security Provider will notify the Secured Party after it has transferred Substitute Collateral to the Secured Account (which may be oral telephonic notice) and upon receipt by the Secured Party of confirmation of such transfer from the Custodian (either by way of statement of account or separate confirmation in writing), the Secured Party shall instruct the Custodian on the same Collateral Business Day as the date on which it receives such confirmation (or on the next following Collateral Business Day if such day is not a Collateral Business Day or such confirmation is received less than one hour before the relevant deadline by which the Custodian requires settlement instructions to be submitted for the Original Collateral to be transferred on that Collateral Business Day.

6.6 Enforcement

Without limiting the rights of the Secured Party under the other provisions of this Deed, the Secured Party covenants to the Security Provider that the Secured Party will not exercise its rights under Clause 7 (*Secured Party's Rights and Remedies*) to transfer Posted Collateral held by the Custodian unless and until an Enforcement Event occurs.

7. SECURED PARTY'S RIGHTS AND REMEDIES

7.1 Rights and remedies

(a) General

- (i) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (ii) Section 103 (restricting the power of sale) and section 93 (restricting the right of consolidation) of the Act shall not apply to this Deed.

(b) Secured Party's rights

If at any time an Enforcement Event has occurred, then the security created by or pursuant to this Deed is immediately enforceable and the Secured Party shall, without prior notice to the Security Provider and irrespective of whether the Secured Obligations are due and payable by the Security Provider at such time, be entitled to put into force and to exercise immediately or as and when it may see fit any and every power possessed by the Secured Party by virtue of this

Deed or available to a secured creditor and in particular (but without limitation) the Secured Party shall have power:

- (i) to sell all or any of the Security Assets in any manner permitted by law upon such terms as the Secured Party shall in its absolute discretion determine;
- (ii) to apply all or any of the Posted Collateral in the form of cash in or towards the payment or discharge of the Secured Obligations in such order as the Secured Party sees fit;
- (iii) to instruct the Custodian to transfer to the Secured Party or as it may otherwise direct all or any of the Posted Collateral in the form of securities in anticipation of, or for the purpose of, any sale of Posted Collateral, provided always that unless the Secured Party gives written notice to the Security Provider to the contrary, no such instruction of transfer shall constitute appropriation of any Security Assets;
- (iv) to the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Security Provider under this Deed constitute or comprise a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Regulations), to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations in such order as the Secured Party sees fit; and
- (v) to collect, recover or compromise and to give a good discharge for any moneys payable to the Security Provider in respect of any of the Security Assets,

and for the purposes of this Clause 7.1, the Secured Party shall be entitled to make any currency conversions or effect any transaction in currencies which it thinks fit, and to do so at such times and rates as it thinks proper.

(c) ***Power of attorney***

The Security Provider, by way of security and solely for the purpose of more fully securing the performance of the Secured Obligations, irrevocably appoints the Secured Party the attorney of the Security Provider on its behalf and in the name of the Security Provider or the Secured Party (as the attorney may decide) to do all acts, and execute all documents which the Security Provider could itself execute, in relation to any of the Security Assets or in connection with any of the matters provided for in this Deed, including (but without limitation):

- (i) to execute any transfer, bill of sale or other assurance in respect of the Security Assets;
- (ii) to exercise all the rights and powers of the Security Provider in respect of the Security Assets;

- (iii) to ask, require, demand, receive, compound and give a good discharge for any and all moneys and claims for moneys due and to become due under or arising out of any of the Security Assets;
- (iv) to endorse any cheques or other instruments or orders in connection with any of the Security Assets; and
- (v) to make any claims or to take any action or to institute any proceedings which the Secured Party considers to be necessary or advisable to protect or enforce the security interest created by this Deed.

(d) ***Protection of purchaser***

- (i) No purchaser or other person dealing with the Secured Party or a Receiver or with its attorney or agent shall be concerned to enquire (1) whether any power exercised or purported to be exercised by the Secured Party has become exercisable, (2) whether any Secured Obligation remains due, (3) as to the propriety or regularity of any of the actions of the Secured Party or (4) as to the application of any money paid to the Secured Party.
- (ii) In the absence of bad faith on the part of such purchaser or other person, such dealings shall be deemed, so far as regards the safety and protection of such purchaser or other person, to be within the powers conferred by this Deed and to be valid accordingly. The remedy of the Security Provider in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only.

(e) ***Valuation of appropriated Collateral***

Unless otherwise agreed, where any Posted Collateral is appropriated, the value of the appropriated Posted Collateral comprising securities of any description will be the fair market value of such Posted Collateral determined by the Secured Party, acting in good faith and in a commercially reasonable manner by reference to such information from external or internal sources as the Secured Party determines is relevant, as of, or as soon as reasonably practicable after, the date on which such Posted Collateral is appropriated.

(f) ***Appointment of Receiver***

- (i) The Secured Party may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (A) the security granted under this Deed has become enforceable; or
 - (B) the Security Provider so requests the Secured Party in writing at any time.
- (ii) Any such appointment by the Secured Party may be by deed, under seal or in writing under its hand.

- (iii) 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.

(g) ***Removal of Receiver and remuneration***

- (i) 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.
- (ii) 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.

(h) ***Agent of the Security Provider***

- (i) A Receiver will be deemed to be the agent of the Security Provider 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 Security Provider is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (ii) The Secured Party will not incur any liability (either to the Security Provider or to any other person) by reason of the appointment of a Receiver or for any other reason.

(i) ***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 the security granted under this Deed 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.

(j) ***Powers of Receiver***

(i) ***General***

- (A) A Receiver has all the rights, powers and discretions set out below in this sub-paragraph 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.

(ii) ***Possession***

A Receiver may take immediate possession of, get in and collect any Security Asset and may subsequently relinquish such possession.

(iii) *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 he thinks fit.

(iv) *Receipts*

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

(v) *Delegation*

Each of the Secured Party and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed on such terms and conditions as it shall see fit which delegation shall not preclude the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Secured Party or the Receiver itself.

(vi) *Other powers*

A Receiver may:

- (A) do all other acts and things which he may consider desirable or 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;
- (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; and
- (C) use the name of the Security Provider for any of the above purposes.

7.2 **Final returns**

To the extent that all Secured Obligations of the Security Provider owed to the Secured Party have been irrevocably satisfied in full and no further Secured Obligations may arise, then on the Security Provider's demand the Secured Party will instruct the

Custodian to transfer to the Security Provider at the Security Provider's expense all Posted Collateral and any proceeds of Posted Collateral remaining (if any) following the Secured Party's exercise of its rights and remedies under this Deed and will release the security interest granted under this Deed on each of the Secured Accounts.

8. EXPENSES

8.1 Posted Collateral

The Security Provider will promptly pay when due all taxes, assessments or charges of any nature that are imposed with respect to Posted Collateral upon becoming aware of the same.

8.2 Liquidation/application of Posted Collateral

All Liabilities incurred in good faith by or on behalf of the Secured Party in connection with the liquidation, appropriation and/or application of any Posted Collateral under Clause 7 (*Secured Party's Rights and Remedies*) will be payable, on demand, by the Security Provider.

9. OTHER PROVISIONS

9.1 Further assurances

Promptly following a demand made by the Secured Party, the Security Provider will execute, deliver, file and record any financing statement, specific assignment or other document and take any other action that may be necessary or desirable and reasonably requested by the Secured Party to create, preserve, perfect or validate any security interest expressed to be created under Clause 4.2 (*Security*), to enable the Security Provider to exercise or enforce its rights under this Deed with respect to Security Assets or to effect or document a release of a security interest over Security Assets.

9.2 Further protection

The Security Provider will promptly give notice to the Secured Party of, and defend against, any suit, action, proceeding or lien that involves Posted Collateral transferred by the Security Provider or that could adversely affect any security interest expressed to be created by it under Clause 4.2 (*Security*).

9.3 Suspense Accounts

All monies received, recovered or realised by the Secured Party under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Secured Party be credited to any interest bearing suspense or impersonal account(s) maintained with any bank, building society or financial institution which the Secured Party considers appropriate (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Secured Party's discretion, in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

9.4 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Secured Party are *prima facie* evidence of the matters to which they relate.

9.5 Set-off

The Security Provider authorises the Secured Party (but the Secured Party shall not be obliged to exercise such right), after the occurrence of an Enforcement Event, to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Provider to the Secured Party.

9.6 Payments free of Deduction

All payments to be made to the Security Provider under this Deed shall be made free and clear of and without deduction for or on account of tax unless the Security Provider is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Security Provider in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

10. PAYMENTS UNDER THIS DEED AND LIMITED RECOURSE

10.1 Limited Recourse

Any obligation of the Security Provider to pay any amount under Clause 4.1 (*Secured Party responsibility for liability under Deed of Indemnity*) of this Deed shall be satisfied only from the proceeds of enforcement of the Security Assets and, for this purpose, any such amount shall be due and payable immediately upon the relevant obligation arising in the relevant currency and shall be made without set-off or counterclaim. The Secured Party agrees that its sole recourse in respect of any obligation of the Security Provider owing to it under Clause 4.1 (*Secured Party responsibility for liability under Deed of Indemnity*) of this Deed is limited to the Security Assets including the aggregate proceeds of enforcement of the Security Assets from time to time pursuant to this Deed.

10.2 Notification of Amount due

The Secured Party agrees to notify the Security Provider of any such payment obligation and the relevant amount as soon as reasonably practicable following such amount becoming due and payable, however, a failure to provide such notification shall not affect the obligation of the Security Provider to make such payment on the due date.

11. NOTICES

11.1 Notices and other Communications

Any notice or other communication under this Deed:

- (a) shall be in the English language and shall be in writing;
- (b) may be given in any manner described in sub-paragraph 11.2 below;
- (c) shall be sent to the Party to whom it is to be given at the address or number set out below:

- (i) In respect of the Security Provider:

Address: Aviva Investors Global Services Limited
St Helens, 1 Undershaft, London EC3p 3DQ
Email: Secfintrading.Uk@Avivainvestors.Com
Attn of: Head of Desk

- (ii) In respect of the Secured Party:

Address: Barclays Bank PLC, 5 The North Colonnade, Canary
Wharf, London, E14 4BB
Email: ALTrading@barclayscorp.com
Attn of: Agency Lending

11.2 Effectiveness of Notices

Any notice or communication sent in accordance with Clause 11.1 (*Notices and other Communications*) above shall be effective:

- (a) if in writing and delivered in person or by courier, on the date on which it is delivered;
- (b) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
- (c) if sent by email, on the date that email is received,

except that any notice or communication which is received, or delivery of which is attempted, after 5 p.m. on the date of receipt or attempted delivery or on a day which is not a day on which commercial banks are open for business in the place where the notice or other communication is to be given shall be treated as given at the opening of business on the next following day which is such a day.

12. ASSIGNMENT

12.1 No assignments or transfers by Security Provider

The Security Provider may not assign any of its rights or transfer any of its rights or obligations under this Deed.

12.2 Assignments and transfers by the Secured Party

The Secured Party may assign and transfer all or any of its rights and obligations under this Deed. The Secured Party shall be entitled to disclose such information concerning

the Security Provider and this Deed as the Secured Party considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing law

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by, and shall be construed in accordance with, English law.

13.2 Jurisdiction

The courts of England have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes or any non-contractual obligation which may arise out of or in connection with this Deed (respectively, Proceedings and Disputes) and, for these purposes, each Party irrevocably submits to the jurisdiction of the courts of England.

Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

13.3 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

13.4 Waiver of immunity

Each Party hereby waives all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgement) and execution to which it might otherwise be entitled in any action or proceeding in the courts of England or of any other country or jurisdiction relating in any way to this Deed and agrees that it will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.

13.5 Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Security Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999.

**SCHEDULE 1
SPECIFIED TERMS**

1. List of Principals

Name of Principal
Aviva Staff Pension Trustee Limited as trustee of Aviva Staff Pension Scheme

2. Eligible Collateral

The following items will qualify as Eligible Collateral:

Eligible Collateral	Valuation Percentage
Negotiable debt obligations issued by the United Kingdom which have a residual maturity on the relevant date of less than 5 years:	98.5%
Negotiable debt obligations issued by the United Kingdom which have a residual maturity on the relevant date equal to or greater than 5 years:	97.0%
Negotiable debt obligations denominated in GBP issued by a corporate which (i) have a long-term issue credit rating of not less than 'A' from S&P Global Ratings (or any successor thereto); and (ii) which have a residual maturity on the relevant date of less than 5 years:	95.0%
Negotiable debt obligations denominated in GBP issued by a corporate which (i) have a long-term issue credit rating of not less than 'A' from S&P Global Ratings (or any successor thereto); and (ii) which have a residual maturity on the relevant date equal to or greater than 5 years but less than 20 years:	90.0%

3. Secured Accounts

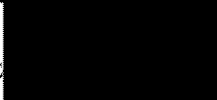
<i>Securities Account:</i>	<i>Aviva Staff Pension Scheme</i>
Bank name:	JPMorgan Chase Bank N.A., London Branch
Account No.:	
Sort/Swift Code:	CHASGB2LXXX
Reference:	ACA account for Aviva Staff Pension Scheme

This Deed has been executed and delivered as a deed by each Security Provider and executed by the Secured Party on the date first above written.

The Security Providers

EXECUTED as a deed by **Aviva Investors Global Services Limited** as attorney on behalf of each Security Provider

By: 

Name: 

J. STUBBS

As attorney for Aviva Investors Global Services Limited

in the presence of:

Witness's Signature: 

Witness's Name: *LANT CROSS*

Witness's Address: *78 Manville Rd*

LONDON

Aviva Investors Global Services Limited hereby represents and warrants that it has full power and authority to execute this Deed on behalf of each Security Provider and that, when duly executed and delivered, the obligations of each Security Provider arising under this Deed will constitute legal, valid and binding obligations of each such Security Provider, except as such obligations may be limited by bankruptcy, insolvency, reorganization and other similar laws affecting the rights of creditors generally and the application of general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

The Secured Party

For and on behalf of

BARCLAYS BANK PLC

By: ... 

Name: ... PAUL MAWDSLEY

Title: ... DIRECTOR

in the presence of:

Witness's Signature: ... 

Witness's Name: ... EMMA MAWDSLEY

Witness's Address: ... 7 ALBERT TERRACE

LONDON SW8 1BH